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(Rev 8-93)
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Copyright 1994-97 LegalStar
TM05/REV03

12-23-1999



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Docket No.:

C5636-006

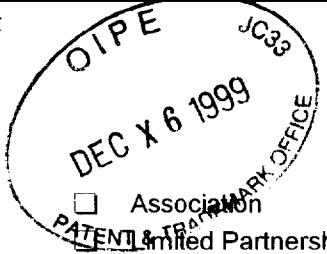
Tab settings

To the Honorable Commissioner of Patent

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Consolidated Edison, Inc.



- Individual(s)
- General Partnership
- Corporation-State New York
- Other

Additional names(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Consolidated Edison Solutions, Inc.

Internal Address:

Street Address: 701 Westchester Avenue, Suite 201 West

City: White Plains State: NY ZIP: 10604

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other License Agreement
- Merger
- Change of Name

Execution Date: October 28, 1999

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/563758

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Joshua A. Goldberg

Internal Address: Patterson, Belknap, Webb & Tyler LLP

Street Address: 1133 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

16-0633

12/22/1999 DNGUYEN 00000158 160633 75563758

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Joshua A. Goldberg

Name of Person Signing

Signature

December 1, 1999

Date

Total number of pages including cover sheet, attachments, and documents

11

TRADEMARK

REEL: 002003 FRAME: 0227

LICENSE AGREEMENT

THIS AGREEMENT, made as of the 20th day of October, 1999,

between Consolidated Edison, Inc., a New York corporation ("Licensor") and Consolidated Edison Solutions, Inc., a New York corporation ("Licensee"),

WITNESSETH:

THAT WHEREAS, Licensee is engaged in the business of utility services; and

WHEREAS, Licensee wishes to obtain the right to use Licensor's trademarks in connection with the business of utility services and Licensor is willing to grant such right to Licensee pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions of the parties hereinafter set forth, it is agreed as follows:

1. Definitions.

As used herein, the following words shall have the following meanings:

- (a) Licensed Marks: Licensor's trademarks as set forth on Schedule A.
- (b) Licensed Services: All goods or services offered and sold by Licensee in accordance with this Agreement and which are offered and sold under the Licensed Marks as a trademark.
- (c) Territory: Worldwide.
- (d) Contract Period: Perpetual, unless terminated in accordance with this

Agreement.

2. Grant of Rights.

(a) Scope of Grant. Licensor hereby grants to Licensee, and Licensee hereby accepts, subject to the terms of this Agreement, the royalty free, worldwide, exclusive right and license to use the Licensed Marks, including the goodwill associated with such Licensed Marks, in the Territory during the Contract Period in connection with the provision, production, advertisement, promotion, sale and distribution of Licensed Services.

(b) No Agency. Licensee will refrain from acting, or purporting to act, as Licensor's agent in connection with Licensee's activities hereunder.

3. Quality Control and Inspection by Licensor: Efforts to Exploit Marks.

(a) Quality Control. Licensor acknowledges that Licensee has in the past and is currently using the Licensed Marks in conjunction with the Licensed Services and that Licensee has complied and continues to comply with the standards, specifications, and qualifications of Licensor for the Licensed Services. Licensee agrees to continue to comply with the standards and specifications furnished or approved by Licensor for the Licensed Services. Licensor and its authorized representatives shall have the right to inspect the Licensed Services, packaging and distribution on the premises of Licensee or place of manufacture of the Licensed Services at all reasonable times and to review Licensee's procedures and records respecting its quality control of the Licensed Services. Licensee shall supply Licensor with samples of the Products upon reasonable notice and request from Licensor. If any sample does not substantially conform to the quality standards previously furnished or approved by Licensor, Licensor shall promptly notify Licensee, who shall take the steps necessary to comply with such standards. All Licensed Marks shall be used solely in the form provided by or approved by Licensor.

(b) Efforts. Licensee shall use diligent and continuous efforts to exploit the Licensed Marks in respect of Licensed Services and to provide and promote the sale of Licensed Services in the Territory, so as to obtain sales and provide services consistent with the quality and reputation of Licensor and the quality requirements set forth in this Agreement.

(c) Legends, Markings and Notices. All Licensed Services and all packaging and promotional materials shall contain appropriate legends, markings or notices as are reasonably required by Licensor to give notice to the public of Licensor's ownership of the Licensed Marks and other rights, and as are required by the laws of each jurisdiction where Licensed Services are to be sold.

4. Reversion of Rights upon Failure to Use Marks.

If, at any time after one year from the date of this Agreement, Licensee has ceased to use one or more of the Licensed Marks on commercial quantities of the Licensed Services for a twelve-month period, the Licensee's rights with respect to such Licensed Mark or Marks hereunder shall, upon notice from Licensor, be terminated and shall revert to Licensor.

5. Books and Records; Audit and Retention of Records.

Licensee agrees to keep accurate books of account and records at its principal place of business covering all transactions relating to the license granted herein. Licensor and its duly authorized representatives shall have the right, at a reasonable time and upon reasonable notice, to audit Licensee's books of account and records and all other documents and material in the possession or under the control of Licensee with respect to the subject matter of this Agreement and to make copies and extracts thereof. All books of account and records of Licensee covering all transactions relating to the license granted herein shall be retained by

Licensee for at least three years after the termination of this Agreement for possible inspection by Licensors.

6. Ownership and Registration of Licensed Marks.

It is understood and agreed that, as between Licensors and Licensee, Licensors is the sole and exclusive owner of all right, title and interest in and to the Licensed Marks and all registrations thereof in the United States. Licensors represents and warrants to Licensee that it is the rightful owner of the Licensed Marks, that the Licensed Marks do not infringe the rights of others, that it has authority to grant the license made herein and that appropriate registrations of the Licensed Marks have been obtained or filed for in the United States and in all other appropriate jurisdictions. Licensee shall not register or attempt to register the Licensed Marks in its own name or the name of any third party in the United States or elsewhere; in the event that any such registration issues, Licensee shall immediately assign all of Licensee's right, title and interest in and to such registration to Licensors.

7. Goodwill.

Licensee understands and acknowledges that all use of the Licensed Marks by, for or on behalf of Licensee, and all goodwill thereunder, shall inure to the benefit of Licensors. Licensee shall not, at any time, acquire any rights in the Licensed Marks by virtue of any use it may make of the Licensed Marks.

8. Infringement of Licensed Marks; Prosecution of Claims or Suits.

Licensee agrees to assist Licensors in the enforcement of any rights of Licensors in the Licensed Marks. Licensors, if it so desires, may commence or prosecute any claims or suits, at its own cost and expense, in its own name or in the name of Licensee or join Licensee as a party

thereto. Licensee shall notify Licensor of any actual or threatened infringements or imitations by third parties of the Licensed Marks or Licensed Services which come to Licensee's attention.

Upon receipt by Licensor of any such notice, Licensor shall have control, in its discretion, over any action taken with respect to such infringement. If Licensor fails to take such action within a reasonable time, Licensee may, upon prior notice to Licensor and with Licensor's consent, take action with respect to infringement of the Licensed Marks for Licensed Services.

9. Indemnification.

(a) Licensor's Indemnification. Licensor hereby agrees to defend, indemnify and hold harmless Licensee, its officers, directors, employees and agents against any and all claims, demands, causes of action and judgments, damages, losses, costs and expenses (including reasonable attorney's fees) which Licensee may suffer as a result of the use of the Licensed Marks by Licensee as authorized in this Agreement. Licensee shall fully cooperate in the defense of any such claim or demand.

(b) Licensee's Indemnification. Licensee hereby agrees to defend, indemnify and hold harmless Licensor, its officers, directors, employees and agents against any and all claims, demands, causes of action and judgments, damages, losses, costs and expenses (including reasonable attorney's fees) arising out of Licensee's production, distribution, shipment, advertising, promotion, offering for sale and sale of Licensed Services. In the event of third party claims, Licensee agrees to defend and hold Licensor harmless at no cost or expense to Licensor whatsoever including, but not limited to, attorneys' fees and court costs. However, Licensee shall not be liable for amounts paid in settlement unless such settlement has been approved in writing by Licensee. Licensee shall have the right to defend any such action or proceeding with attorneys

of its own selection, provided that Licensor may at its election proceed with counsel of Licensor's choosing, at Licensor's own cost unless Licensee has approved such counsel.

10. Termination.

(a) Termination by Licensor. Licensor shall have the right to terminate this Agreement, without prejudice to any other rights it may have, by giving written notice to Licensee if Licensee:

(i) materially breaches any of the provisions of this Agreement;

(ii) becomes insolvent, i.e., unable to pay its debts as they mature;

(iii) voluntarily commences any proceeding under Title 11 of the United States Code or any other law of any jurisdiction for the relief, liquidation or rehabilitation of debtors (collectively, "Insolvency Proceeding"); or

(iv) is the subject of an involuntary commencement of an Insolvency Proceeding which is not stayed, timely controverted or dismissed within 60 days after the filing thereof.

(b) Termination by Licensor or Licensee. Licensor or Licensee may terminate this agreement by giving sixty (60) days written notice to the other party.

11. Authority.

Each party represents and warrants to the other party that it has the full power and authority to enter into this Agreement.

12. Relationship of Parties.

Nothing contained herein shall be construed to place the parties in any relationship other than that of trademark licensor and trademark licensee, nor to constitute either party the

partner, joint venturer, nor agent of the other, nor to confer any rights of any kind upon any third party.

13. No Franchise.

This Agreement is a trademark license; it is not, and shall not be construed as being, either a franchise agreement or a dealer or distributor agreement as those terms are used in laws and regulations governing such relationships.

14. Notices.

Any written notice under this Agreement shall be considered given when delivered: personally; by facsimile, upon the receipt by sender from recipient of confirmation of delivery; or 5 days after it is mailed by recognized courier service or registered or certified mail, return receipt requested, to the parties at the following addresses (or at such other address as either party may specify by notice to the other):

To Licensor:

Consolidated Edison, Inc.
4 Irving Place
New York, New York 10003
Attention: John D. McMahon, Senior Vice President
Telephone: (212) 460-6330
Fax: (212) 674-7329

To Licensee:

Consolidated Edison Solutions, Inc.
701 Westchester Avenue
Suite 201 West
White Plains, New York 10604
Attention: John Boyd, Chief Executive Officer
Telephone: (914) 286-7040
Fax: (914) 686-1413

15. Modification, Waiver, Remedies Not Exclusive.

This Agreement may not be modified, altered, amended or waived except by an instrument in writing duly signed by the party or parties to be charged. No waiver by a party hereto of any default, breach or violation of any of the obligations of the other party shall be considered a waiver of any other or subsequent default, breach or violation. No delay or omission by a party hereto in enforcing any right or pursuing any remedy provided herein shall be construed as a waiver of such right or remedy. Any waiver of any provision of this Agreement must be in writing and signed by the party or parties making such waiver. No enforcement of any right or pursuit of any remedy by a party hereto shall be held to exhaust such right or remedy, and every such right may be enforced and every such remedy may be pursued from time to time.

16. No Assignment.

Neither this agreement nor any of Licensee's rights may be sold, transferred or assigned by Licensee without Licensor's prior written approval

17. Binding Agreement.

This Agreement shall be binding upon and inure to the benefit of Licensee and Licensor and their respective successors and permitted assigns.

18. Entire Agreement.

This Agreement constitutes the entire agreement between Licensor and Licensee with respect to the subject matter hereof and supersedes all prior agreements except as otherwise expressly set forth herein. This Agreement may not be amended or modified except in writing, duly executed by the parties.

19. Severability of Provisions.

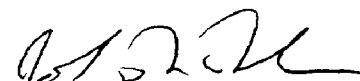
If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and enforceable to the fullest extent permitted by law.

20. Governing Law.

This Agreement is made in New York and shall be governed by and construed in accordance with the internal laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date first above written.

CONSOLIDATED EDISON, INC.

By: 

John D. McMahon
Senior Vice President and General Counsel

CONSOLIDATED EDISON SOLUTIONS, INC.

By: 

John Boyd
Chief Executive Officer

SCHEDULE A

MARK(S)	U.S. SERIAL NUMBER
CON EDISON SOLUTIONS	75/563758 ¹

439321.1

¹ Registration on this trademark has not yet issued. This is an application serial number.