FORM PTO-	07-02	- 2001 U.S. DEPARTMENT OF COMMERCE
1-31-92	RE 10176	·
T- the Hanasahla Came	10176	i6437 s: Please record the attached original documents or copy thereof.
Name of conveying party		2. Name and address of receiving party(ies):
NOW Energy Assoc	•	Name: Silicon Valley Bank
		Internal Address: Loan Documentation HC150 HAISS
☐ Individual(s) ☐General Partnership ☑Corporation-State	☐Association ☐Limited Partnership	Street Address: 3003 Tasman Drive City: Santa Clara State: Ca ZIP: 95054
Other		☐ Individual(s) Citizenship
	ying party(ies) attached? 🗌 Yes 🔀 N	No Association _
3. Nature of conveyance:	□ Manage	General Partnership Limited Partnership
Assignment	Merger	☐ Cirnited Partnership _
Security Agreement	Change of Name	Other _ If assignee is not domiciled in the United States, a domestic representative
Other		designation is attached Yes No
Execution Date: 6 30	aa	(Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No
Execution Date: W OO	71-1	[Additional name(s) α addiess(es) attached (☐ Les ☑ 140
4. Application number(s) or	trademark number(s):	
A. Trademark Application N	o.(s)	B. Trademark Registration No.(s)
15-901,622 15-809,511		3,401,006
15-456,774		0,091,012
17 1771		2,287, 969 21348, 036.
		1,943,648
	Additional number	s attached? XYes No
5 Name and address of pa	rty to whom correspondence	6. Total number of applications and registrations involved:
concerning document should	id be mailed:	12
Name: Silicon Valley Bank		340,00
		7. Total fee (37 CFR 3.41):s
Internal Address: Loan Doo	cumentation HG150 HAIS5	⊠ Enclosed
		Authorized to be charged to deposit account
		Authorized to be charged to deposit association
Street Address: 3003 Tasm	nan Dr	
Street Address, 3003 Tash		Deposit account number: (Attach duplicate copy of this page if paying by deposit account)
City: Santa Clara	State: Ca ZIP: 95054	(Attach duplicate copy of this page if paying by deposit association (Attach duplicate copy of this page if paying by deposit association)
	3 75921622 \	
	40.00 P	
(n) F0:481 02 F0:482	275.00 0 P	8
	Э.	the copy is a true copy
To the best of my knowled	ge and belief, the foregoing inform	ation is true and correct and any affached copy is a true copy
of the original document.		615\01
	/ ,	6/5/01 Date
Janice Chua		ignature E Date
Name of Person Signing	/	
	Total number of dag	~/ · · · · · · · · · · · · · · · · ·
OMB No 0651 -0011 (exp 4/9-	_	
		7.29,2001

RECORDATION FORM COVER SHEET Patent and Trademark Office TRADEMARKS ONLY To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof. 1. Name of conveying party(ies): NOW Firigy 150 (1010) Individual(s) Association Since Address: Joan Documentation HG150 Individual(s) Street Address: Joan Documentation HG150 Street Address: Joan Documentation HG150 Individual(s) Citizenship Association Saman Drive Individual(s) Citizenship Additional name(s) of conveyince: Assignment Merger Assignment Change of Name Individual(s) Citizenship Compression State Catabox Conveyince: Assignment Change of Name Individual(s) Citizenship Compression State Conveyince: Assignment Change of Name Individual(s) Citizenship Compression State Conveyince: Assignment Merger Change of Name Individual(s) Citizenship Compression State Conveyince: Assignment Merger Change of Name Individual(s) Citizenship Compression State Conveyince: Assignment Merger Change of Name Individual(s) Citizenship Conveying Individ	FORM PTO-	U.S. DEPARTMENT OF COMMERCE
Tro the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or sopy thereof. 1. Name of conveving party(les). NOW Foreign fixed Co199 Individual(s)		RM COVER SHEET Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks. Please record the attached enginal documents or copy thereof. 1. Name in Convexing party(leg): NPW Fin/9y 73 d (1019) Individual(s)		RKS ONLY
1. Name of convexing partiy(leg): NPW Firligy NSG (1010) Individual(s)	TIVIDEIVII	11110 01121
1. Name of convexing partiy(leg): NPW Firligy NSG (1010) Individual(s)	To the Honorable Commissioner of Patents and Trademarks: I	Please record the attached original documents or copy thereof.
Individual(s)	1. Name of conveying party(ies):	2. Name and address of receiving party(ies):
Individual(s)	MANN EMPHANN NOZO CLOZOS	
General Partnership Limited Partnership City: Santa Clara State Ca ZIP: 95054 Coporation State Content Coporation State Ca ZIP: 95054 City: Santa Clara State Ca ZIP: 95054 Co Not Use This SPACE State Ca ZIP: 95054 Co Not Use This SPACE State Ca ZIP: 95054 Co Not Use This SPACE City: Santa Clara Co Not Use This SPACE City: Santa Clara City: Santa		
Individual(s) Citizenship Individual(s) Citizenship Association Association Association Association Association Association General Partnership General Registration of General Registration of General Registration of General Registration of Gene	(C)	
Other Additional name(s) of conveying party(ies) attached? Yes No Nature of conveyance: General Partnership General Partnership Corporation-State Other Other Other Other Other Other Other Oth		City, Santa Ciara State. Ca Zir. 90034
Additional name(s) of conveying party(ies) attached? \[\frac{1}{2} \sigma \] \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		☐ Individual(s) Citizenship
3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Lessing the security Agreement Change of Name Other Lessing the security Agreement Change of Name Other Lessing the security Agreement Change of Name Execution Date: 4. Application number(s) or trademark number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1. \$01, \$02, \$12. 1. \$03, \$12. 1. \$03, \$12. 1. \$03, \$12. 1. \$03, \$12. 1. \$03, \$12. 1. \$03, \$12. 1. \$03, \$12. 1. \$03, \$12. 1.		
Corporation-State Other Change of Name Change of Name Cother C	3. Nature of conveyance:	General Partnership
Other Change of Name dissipate is not domiciled in the United States, a domestic representative designation is attached Ves No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Ves No	Assignment Merger	
It assignes is not domiciled in the United States, a domestic representative designation is attached Yes No No No No No No No N		1== '
Other	Security Agreement	
Cesignations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No No No No No No No No	Others	
Additional name(s) & address(es) attached?	Uther Other	
4. Application number(s) or trademark number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1, 804, 165 1, 807, 127 1, 034, 261 Additional numbers attached? Yes No 5. Name and address of party to whom correspondence concerning document should be mailed: Name: Silicon Valley Bank Internal Address: Loan Documentation HG150 7. Total fee (37 CFR 3.41):	Execution Date:	
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Internal Address: Loan Documentation HG150 7. Total fee (37 CFR 3.41):		
Authorized to be charged to deposit account Street Address: 3003 Tasman Dr. 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE 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. Name of Person Signing Signature Date	Name: Silicon Valley Bank	
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Street Address: 3003 Tasman Dr. 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE 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. 6 5 0 1 Name of Person Signing Signature Date		
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OMB No 0651 -0011 (exp 4/94)	City: Santa Clara State: Ca ZIP: 95054 DO NOT USE 9. Statement and signature. To the best of my knowledge and belief, the foregoing information of the original document. Name of Person Signing Signal	(Attach duplicate copy of this page if paying by deposit account) THIS SPACE In is true and correct and any attached copy is a true copy This is true and correct and any attached copy is a true copy This is true and correct and any attached copy is a true copy This is true and correct and any attached copy is a true copy This is true and correct and any attached copy is a true copy This is true and correct and any attached copy is a true copy This is true and correct and any attached copy is a true copy This is true and correct and any attached copy is a true copy This is true and correct and any attached copy is a true copy This is true and correct and any attached copy is a true copy This is true and correct and any attached copy is a true copy This is true and correct and any attached copy is a true copy This is true and correct and any attached copy is a true copy This is true and correct and any attached copy is a true copy This is true and correct and any attached copy is a true copy This is true and correct and any attached copy is a true copy This is true and correct and any attached copy is a true copy This is true and correct and any attached copy is a true copy This is true and correct and any attached copy is a true copy This is true and correct and any attached copy is a true copy is a

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 30, 1999 by and between SILICON VALLEY BANK ("Bank") and NEW ENERGY ASSOCIATES, LLC, a Delaware limited liability company ("Grantor").

RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.
- NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and

ATLLIBC: 789912.2

concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

NEW ENERGY ASSOCIATES, LLC

Address of Grantor:

ATLLIBOT 789912.2

400 Interstate North Parkway Suite 1400 Atlanta, Georgia 30339 Attn: Ms. Deane Price

^

EXHIBIT A

Copyrights

Description	Registration/ Application Number	Registration/ Application Date
ACUMEN – Software program	TXu 680-668	06/19/95
ACUMEN MODELING SYSTEM REFERENCE MANUAL – Software manual	TXu 680-669	06/19/95

EXHIBIT B

Patents

Description	Registration/ Application Number	Registration/ Application <u>Date</u>
None		

EXHIBIT C

Trademarks

Description	Class	Registration/ Number	Registration/ Application Date
IMPACT Rie!	09 Int'l	Pending	10/23/98
MAINPLAN *	09 and 16 Int'l	1,804,165	11/16/93
MARKETPOWER	09 Int'l	Pending	10/23/98
NEW ENERGY ASSOCIATES	09 and 42 Int'l	Pending	02/02/98
NOSTRADAMUS	09 Int'l	Pending	10/06/98
PROSCREEN II *	09 and 16 Int'l	1,807,127	11/30/93
PROMOD III	09 Int'l	1,054,261	11/14/96
PROMOD IV ★	09 Int'l	1,943,648	12/26/95
RETAIL TRANSACTION MANAGER	09 Int'l	Pending	10/0698
SENDOUT	09 and 16 Int'l, 38 US	1,808,865	12/07/93
THE NEW ENERGY OFFICE	09 Int'l	Pending	03/25/98

olverdy Ried not hird yet

* nimody arigined to EDS (12/5/96), newa copital (10/14/97)

EXHIBIT D

Mask Works

<u>Description</u>	Registration/ Application Number	Registration/ Application Date
None		

TRADEMARK
RECORDED: 06/18/2001 REEL: 002323 FRAME: 0346