

08-31-2001

8-24-01



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

AUG 24

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(781) 861-3545

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2027453"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

Deposit Account Number:

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Heidi A. Schiller
Name of Person Signing

Heidi A. Schiller
Signature

8/20/01
Date Signed

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this 16th day of November, 1998 by and between TWIN RIVERS TECHNOLOGY, a Massachusetts limited partnership located at 780 Washington Street, Quincy, MA 02169 ("TRT") and WORLD ENERGY ALTERNATIVES, LLC, a Delaware limited liability company ("WEA") located at 11A Jay Street, Cambridge, MA 02139.

WITNESSETH:

WHEREAS, TRT owns and operates a biodiesel fuel business (the "Biodiesel Fuel Business") which consists of the assets listed on Exhibit A attached hereto (the "Assets"), including among other things, the customer contracts which are listed on Exhibit B attached hereto (the "Customer Contracts");

WHEREAS, TRT also owns certain trademarks, service marks and certifications which are listed as Exhibit C attached hereto (the "Intellectual Property");

WHEREAS, contemporaneously with the execution of this Agreement, WEA will be entering into financing agreements with Gulf Oil Limited Partnership ("Gulf") and BankBoston, N.A. ("BankBoston") which will enable WEA to purchase and distribute the biodiesel fuel;

WHEREAS, WEA desires to purchase, accept and assume, and TRT desires to sell, assign, transfer and deliver to WEA, the Assets and certain obligations relating thereto, including the right to all sums due or to become due to TRT under the Customer Contracts for deliveries after the Closing; and

WHEREAS, TRT is willing to grant WEA a joint ownership interest in the Intellectual Property, subject to the terms set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, and subject to the conditions hereinafter set forth, the parties hereto agree as follows:

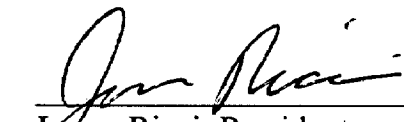
1. Conveyances.

- (a) Subject to the terms and conditions of this Agreement, (i) TRT hereby sells and WEA hereby purchases the Assets, including all of TRT's rights, duties and obligations and all work done to date in performance of or in preparation of performance of the Customer Contracts but excluding any other liabilities or accounts receivable relating to the Assets, and (ii) TRT hereby grants WEA an undivided joint ownership interest in the Intellectual Property including all rights, title and interest thereto.

22. Headings. The headings of the paragraphs of this Agreement are for convenience of reference only and do not form a part hereof and in no way modify, interpret or construe the meanings or intentions of the parties.

WITNESS our respective hands and seals as of the date first above written.

TWIN RIVERS TECHNOLOGIES, L.P.

By: 
James Ricci, President

WORLD ENERGY ALTERNATIVES, LLC

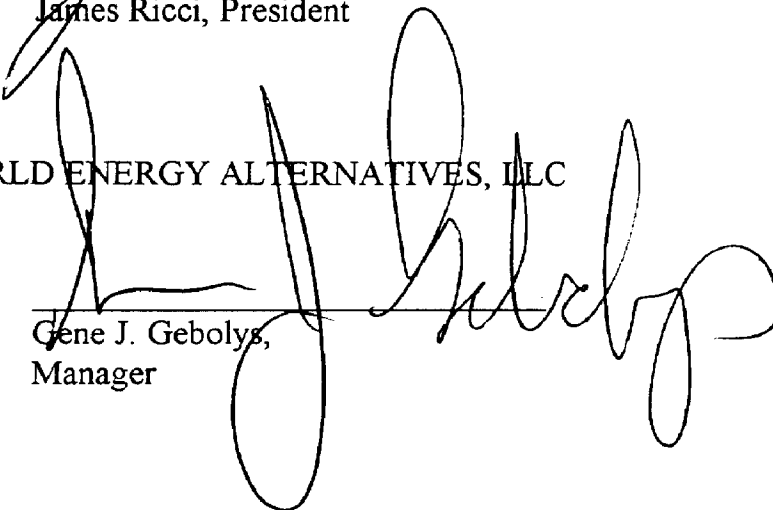
By: 
Gene J. Gebolys,
Manager

EXHIBIT C
INTELLECTUAL PROPERTY

All certifications, service marks, trademarks, patents, registrations, organizational affiliations and other such intellectual property associated with TRT's biodiesel fuel business including, but not limited to the following:

Environmental Protection Agency Certification under the Clean Air Act.

Environmental Protection Agency Fuel Registrations.

National Biodiesel Board rights, responsibilities; affiliations, etc.

Envirodiesel Trademark.

Alternate Fuel Designation by the United States Department of Energy.

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