

12-17-2001

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Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/01)  
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2 SHEET  
ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Excelergy Corporation  
181 Spring Street  
Lexington, MA 02421  
*10-2601*  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Citizens Bank of Massachusetts  
Internal  
Address: \_\_\_\_\_  
Street Address: 28 State Street  
City: Boston State: MA Zip: 02109  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Bank  
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       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_  
Execution Date: October 24, 2001

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
Please see Exhibit A attached hereto  
Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)  
Please see Exhibit A attached hereto  
*2483290*

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Antonia Lopes  
Internal Address: \_\_\_\_\_  
Street Address: Goulston & Storrs, P.C.  
400 Atlantic Avenue  
City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: 9  
7. Total fee (37 CFR 3.41).....\$ 240.00  
 Enclosed  
 Authorized to be charged to deposit account  
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*  
Antonia Lopes      *Antonia Lopes*      October 26, 2001  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 5

12/17/2001 LHMULLER 00000040 2483290

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

01 FC:481  
02 FC:482  
40.00 OP  
200.00 OP

TRADEMARK  
REEL: 002408 FRAME: 0496

EXHIBIT A

TRADEMARKS

Trademark	Reg./App. No.	Reg./App. Date
EXCELERGY	2,483,290	Registered 8/28/01
EXCELERGY EXACT	2,483,420	Registered 8/28/01
EXCELERATION	75/735,737	June 23, 1999
UTILITY-EXPRESS	75/429,752	Abandoned 3/2/01
UTILITY-EXPRESS.COM	75/429,753	Abandoned 7/26/00
EXCELERGY ABP	75/734,406	Abandoned 2/23/01
EXCELERGY EDITS	75/735,742	Abandoned 3/1/01
EXCELERGY WERCS	75/735,783	Abandoned 2/16/01
EXCELERGY ROM	75/735,790	Abandoned 3/20/01

Date: October 24, 2001

1. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, and to secure the Liabilities of

Excelergy Corporation (the "**Grantor**"), a Delaware corporation with its principal executive offices at 181 Spring Street, Lexington, Massachusetts 02421,

to

Citizens Bank of Massachusetts. (hereinafter, the "**Bank**"), a bank with offices at 28 State Street, Boston, Massachusetts 02109.

under the Loan and Security Agreement of even date (as amended from time to time, the "**Loan Agreement**") between the **Grantor** and the **Bank**, the **Grantor** hereby grants to the **Bank** a security interest in and to the trademark and service marks and the good will associated therewith (hereinafter, the "**Marks**") listed on EXHIBIT A, annexed hereto. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

2. Until this Security Agreement is terminated by a duly authorized officer of the **Bank**, the **Grantor** shall undertake the following with respect to each **Mark** until, in the case of any **Marks** other than the **Marks** indicated with an asterisk on EXHIBIT A, annexed hereto, the relevant **Mark** is no longer used in, or material to the operation of, the business of the **Grantor**, **except as otherwise provided in the Loan Agreement**:

(a) Pay all renewal fees and other fees and costs associated with maintaining the **Marks** and with the processing of the **Marks**.

(b) At **Grantor**'s sole cost, expense, and risk, take any and all action which reasonably may be necessary or desirable to protect the **Marks**, including, without limitation, the prosecution and defense of infringement actions.

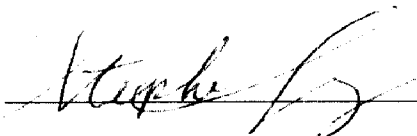
In the event of any failure by the **Grantor** to perform any of its obligations set forth above within twenty (20) Business Days after written notice from the **Bank**, the **Bank** may (but shall not be required to) act in the **Grantor**'s place and stead. Any reasonable costs or expenses which the **Bank** incurs on account of so acting shall be deemed Costs of Collection reimbursable by the **Grantor** to the **Bank** as provided in the Loan Agreement.

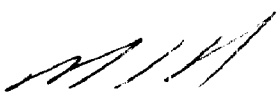
3. Upon the occurrence and during the continuation of any Event of Default which is then continuing, the Bank shall have, and may exercise, all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in Massachusetts (Mass. Gen. Laws Ch 106) in addition to which the Bank may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Bank that an Event of Default has occurred and not been waived and that the Bank is authorized to exercise such rights and remedies.

IN WITNESS WHEREOF, the **Grantor** and the Bank respectively have caused this Agreement to be executed by officers duly authorized so to do on the date first above written.

EXCELERGY CORPORATION

CITIZENS BANK OF  
MASSACHUSETTS  
(the "Bank")

By:   
[unclear]

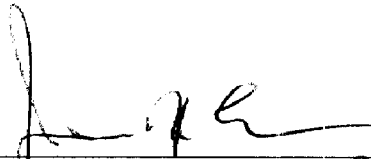
By:   
RALPH L. LETNER

THE COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

October 24, 2001

Then personally appeared before me Stephen Gregory who acknowledged that he is the ~~President~~ of Excelergy Corporation and that he executed the foregoing instrument on behalf of its Board of Directors as his free act and deed.

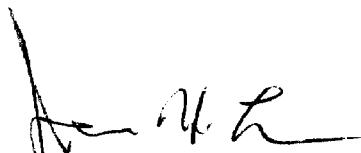
  
\_\_\_\_\_  
Notary Public Jan 14 2000  
My Commission Expires: 11-16-2001

THE COMMONWEALTH OF MASSACHUSETTS

County of Suffolk ss.

October 24, 2001

Then personally appeared before me Ralph L. Letner who acknowledged that he is the Vice President of Citizens Bank of Massachusetts and that he executed the foregoing instrument on behalf of its Board of Directors as his free act and deed.

  
\_\_\_\_\_  
Notary Public Jan 14 2000  
My Commission Expires: 11-16-2001