

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
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| NATURE OF CONVEYANCE: | SECURITY INTEREST |
|-----------------------|-------------------|

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|----------------------|----------|----------------|-----------------------|
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CLP Resources, Inc. | | 09/05/2003 | CORPORATION: DELAWARE |

| | |
|----------------------|-----------------------------------|
| RECEIVING PARTY DATA | |
| Name: | Fleet Capital Corporation |
| Street Address: | One South Wacker Drive, Ste. 1400 |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60606 |
| Entity Type: | CORPORATION: RHODE ISLAND |

| | | |
|---------------------------|----------|--|
| PROPERTY NUMBERS Total: 3 | | |
| Property Type | Number | Word Mark |
| Serial Number: | 78260637 | CLP SKILLED TRADES SOLUTIONS |
| Registration Number: | 2602173 | CLP RESOURCES INC |
| Registration Number: | 2608057 | CLP RESOURCES INC SKILLED TRADES SOLUTIONS |

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|--|-----------------------------------|
| CORRESPONDENCE DATA | |
| Fax Number: | (312)863-7865 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 312-201-3865 |
| Email: | Sharon.Patterson@goldbergkohn.com |
| Correspondent Name: | Sharon Patterson |
| Address Line 1: | 55 E. Monroe St., Ste. 3700 |
| Address Line 4: | Chicago, ILLINOIS 60603 |

| | |
|-------------------------|----------|
| ATTORNEY DOCKET NUMBER: | 2759.132 |
|-------------------------|----------|

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| NAME OF SUBMITTER: | Sharon Patterson |
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Total Attachments: 11
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TRADEMARK MORTGAGE

THIS TRADEMARK MORTGAGE (this "Mortgage") made as of this 5th day of September, 2003, by CLP RESOURCES, INC., a Delaware corporation, having an office at 6880 Sierra Center Parkway, Suite 250, Reno Nevada 89511 ("Mortgagor") in favor of FLEET CAPITAL CORPORATION, a Rhode Island corporation, with an office at One South Wacker Drive, Suite 1400, Chicago, Illinois 60606 ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor and Mortgagee are parties to a certain Amended and Restated Loan and Security Agreement dated as of even date herewith, (as from time to time amended or otherwise modified, the "Loan Agreement"), and other Loan Documents of even date therewith (collectively with the Loan Agreement, and as each is from time to time amended or otherwise modified, the "Financing Agreements") which Loan Agreement provides, among other things, for Mortgagee to, from time to time, extend credit to or for the account of Mortgagor;

WHEREAS, to secure the performance by Mortgagor of the Obligations, Mortgagor desires to enter into this Mortgage.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Mortgagor agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Mortgage of Trademarks. To secure the complete and timely payment and satisfaction of all of the Obligations, Mortgagor hereby grants to Mortgagee, and hereby reaffirms its prior grant pursuant to the Financing Documents of, a continuing security interest in all of its now existing and hereafter created or acquired:

(i) trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications), including, without limitation, the trademarks, trade names, service marks, registrations and applications listed on Exhibit A attached hereto and hereby

made a part hereof, and all renewals, extensions and continuations of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(ii) all rights corresponding to any of the foregoing throughout the world and the goodwill of Mortgagor's business connected with and symbolized by the Trademarks.

Upon the occurrence of an Event of Default, Mortgagee shall have the power, to the extent permitted by law, to exercise the rights and remedies of a secured party provided under the Loan Agreement, including without limitation the right to sell the Trademarks.

3. Warranties, Representations and Covenants. Mortgagor warrants and represents to Mortgagee that:

(i) No Trademark has been adjudged invalid or unenforceable or, has been cancelled, in whole or in part;

(ii) Each Trademark is valid and enforceable;

(iii) Mortgagor is the sole and exclusive owner of the entire unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including, without limitation, licenses, shoprights and covenants by Mortgagor not to sue third parties;

(iv) Mortgagor has the unqualified right to execute and deliver this Mortgage and perform its terms;

(v) Mortgagor has no notice of any infringement or unauthorized use presently being made of any of the Trademarks which would reasonably be expected to materially adversely affect the fair market value of the Trademarks or the benefits to Mortgagee of this Mortgage, including, without limitation, the priority or perfection of the security interest granted herein or the remedies of Mortgagee hereunder; and

(vi) Mortgagor has no notice of any suits or actions commenced or threatened with respect to any Trademark.

4. Restrictions on Future Agreements. Mortgagor agrees that until the Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated (the "Loan Agreement Termination"), Mortgagor shall not, without the prior

written consent of Mortgagee, sell or assign its interest in, or grant any license under, any Trademark, or enter into any other agreement with respect to the Trademarks which is inconsistent with the Obligations under this Mortgage. Mortgagor further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would adversely affect the validity or enforcement of the rights transferred to Mortgagee under this Mortgage.

5. New Trademarks. Mortgagor represents and warrants that the Trademarks listed on Exhibit A, constitute all of the registered Trademarks now owned by Mortgagor. If, before the Loan Agreement Termination, Mortgagor shall (i) become aware of any existing Trademarks of which Mortgagor has not previously informed Mortgagee; (ii) obtain rights to any Trademarks, or (iii) become entitled to the benefit of any Trademarks, the provisions of this Mortgage above shall automatically apply thereto. Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Exhibit A, to include any such Trademarks. Mortgagee shall notify Mortgagor of all such modifications.

6. Royalties; Term. The term of the security interests/mortgages granted herein shall extend until the earlier of (i) the expiration of each of the Trademarks encumbered hereunder, and (ii) the Loan Agreement Termination. Upon the occurrence of an Event of Default, Mortgagor agrees that the use by Mortgagee of all Trademarks shall be worldwide and without any liability for royalties or other related charges from Mortgagee to Mortgagor.

7. Release of Mortgage. This Mortgage is made for collateral purposes only. Upon the Loan Agreement Termination, Mortgagee shall take such actions as may be necessary or proper to terminate and release its security interest in the Trademarks created hereby and pursuant to the Financing Agreements, subject to any disposition thereof which may have been made by Mortgagee pursuant hereto or pursuant to the Loan Agreement.

8. Expenses. All reasonable expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne by and paid by Mortgagor on written demand by Mortgagee and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the then applicable rate as set forth in the Loan Agreement.

9. Duties of Mortgagor. Mortgagor shall have the duty, in each case as commercially reasonable, (i) to file and prosecute diligently any trademark or service mark applications pending as of the date hereof or thereafter until the Loan Agreement Termination, (ii) to make application on trademarks and service marks, as appropriate, (iii) to

preserve and maintain all rights in the Trademarks and (iv) to ensure that the Trademarks are and remain enforceable. Any expenses incurred in connection with Mortgagor's obligations under this Section 9 shall be borne by Mortgagor. Mortgagor shall not abandon any right to file a trademark or service mark application, or abandon any such Trademark without the written consent of Mortgagee which shall not be unreasonably withheld. If Mortgagor fails to comply with any of the foregoing duties, Mortgagee may perform said duties in Mortgagor's name, to the extent permitted by law. Mortgagor agrees (i) to use commercially reasonable efforts to maintain the quality of any and all services in connection with which the Trademarks are used, consistent with the quality of said services as of the date hereof, except to the extent that the failure to perform any of the following would not reasonably be expected to have a Material Adverse Effect, and (ii) to provide Mortgagee, upon Mortgagee's request from time to time, with a certificate of an officer of Mortgagor certifying Mortgagor's compliance with the foregoing. Upon the occurrence and during the continuation of an Event of Default, Mortgagor agrees that Mortgagee, or a conservator appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said conservator, in its sole judgment exercised in a commercially reasonable manner, may deem necessary to assure maintenance of the quality of services sold by Mortgagor under the Trademarks. Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all costs and expenses of Mortgagee, including reasonable attorney's fees and expenses so incurred by Mortgagee, in the exercise of its rights under this Section 9.

10. Mortgagee's Right to Sue. After the occurrence of an Event of Default, Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks, and, if Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all costs and expenses incurred by Mortgagee, including attorneys' fees and expenses so incurred by Mortgagee, in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing between Mortgagor and Mortgagee, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Mortgage are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Mortgage in any jurisdiction.

13. Modification. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement. All of Mortgagee's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence and during the continuation of an Event of Default, Mortgagor hereby authorizes Mortgagee to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, with power to (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of any or all of the Trademarks, or (ii) take any other actions with respect to any or all of the Trademarks as Mortgagee deems to be in its best interest, or (iii) grant or issue any exclusive or non-exclusive license under any or all of the Trademarks to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of any or all of the Trademarks to any Person, or (v) take any other actions with respect to any or all of the Trademarks as Mortgagee deems to be in its best interests. Mortgagor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until the Loan Agreement Termination. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee or its respective successors transferees and assigns under the Loan Agreement or any of the other Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee and such other parties shall have, in addition to all other rights and remedies given it or them by the terms of this Mortgage and the Loan Agreement or any of the other Loan Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code (or such other applicable law) as enacted in any jurisdiction in which the Trademarks may be located.

15. Binding Effect; Benefits. This Mortgage shall be binding upon Mortgagor and its respective successors and permitted assigns, and shall inure to the benefit of Mortgagee and its successors, nominees and assigns.

16. GOVERNING LAW. THIS MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS.

17. CONSENT TO FORUM AND WAIVERS. TO INDUCE MORTGAGEE TO MAKE THE LOANS, AS EVIDENCED BY THE LOAN AGREEMENT AND THIS AGREEMENT, MORTGAGOR IRREVOCABLY AGREES THAT, SUBJECT TO MORTGAGEE'S SOLE AND ABSOLUTE ELECTION, ALL SUITS, ACTIONS OR OTHER PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT OR ANY DOCUMENTS EXECUTED IN CONNECTION

HEREWITH, SHALL BE SUBJECT TO LITIGATION THE SUPERIOR COURT OF COOK COUNTY, ILLINOIS OR, AT MORTGAGEE'S OPTION, THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION. MORTGAGOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN COOK COUNTY, ILLINOIS. MORTGAGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT AGAINST MORTGAGOR BY MORTGAGEE IN ACCORDANCE WITH THIS SECTION. MORTGAGOR AND MORTGAGEE HEREBY WAIVE, TO THE EXTENT PERMITTED BY LAW, TRIAL BY JURY. MORTGAGOR FURTHER WAIVES ANY BOND OR SURETY OR SECURITY UPON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF MORTGAGEE.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage and shall be remade on the date of each borrowing under the Loan Agreement.

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage in favor of Mortgagee as of the date first written above.



CLP RESOURCES, INC.

By _____
Its _____

Selby F. Little, III
Executive Vice President &
Chief Financial Officer

AGREED AND ACCEPTED THIS
___ day of September __, 2003.

FLEET CAPITAL CORPORATION

By _____
Its _____


IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage in favor of Mortgagee as of the date first written above.

CLP RESOURCES, INC.

By _____
Its _____

AGREED AND ACCEPTED THIS
5th day of September __, 2003.

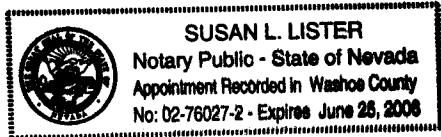
FLEET CAPITAL CORPORATION

By 
Its the President

STATE OF Nevada)
) SS
COUNTY Washoe)

The foregoing Trademark Mortgage was executed and acknowledged before me this 5th day of September, 2003 by Selby F. Little, personally known to me to be the CFO of CLP Resources, Inc., a Delaware corporation, on behalf of such corporation.

Susan L. Lister
Notary Public



My Commission expires:
June 25, 2006

STATE OF Illinois)
) SS
COUNTY OF Cook)

The foregoing Trademark Mortgage was executed and acknowledged before me this 5th day of September, 2003, by David Lehner, personally known to me to be the Vice President of Fleet Capital Corporation, a Rhode Island corporation, on behalf of such corporation.






Christine Danalewicz
Notary Public

My Commission expires:
1-25-2004

AFTER FILING RETURN THIS INSTRUMENT TO:
Keith G. Radner, Esq.
Goldberg, Kohn, Bell, Black,
Rosenbloom & Moritz, Ltd.
Suite 3700
55 East Monroe
Chicago, Illinois 60603

EXHIBIT A

Trademarks

| Mark | Owner | Reg. or Appl. No. | Reg. or Appl. Date | Status |
|---|---------------------|-------------------|--------------------|---|
|  * CLP Resources Inc | CLP Resources, Inc. | 2,602,173 | 30-July-2002 | Registered, affidavit of continued use due 30-July-2008 |
|  * CLP Resources Inc Skilled Trades Solutions | CLP Resources, Inc. | 2,608,057 | 13-Aug-2002 | Registered, affidavit of continued use due 13-Aug-2008 |
|  CLP SKILLED TRADES SOLUTIONS | CLP Resources, Inc. | 78/260,637 | 10-Jun-2003 | Pending |

*Notwithstanding anything to the contrary set forth in the Mortgage, Mortgagor may abandon or cease use of these Trademarks without the consent of Mortgagee.