

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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

To the Honorable Commissioner of Patents and Trademarks and the Commissioner of Trademarks, U.S. Patent and Trademark Office, Washington, D.C. 20231 Original documents or copy thereof.

1. Name of conveying party(ies):
Enerwise Global Technologies, Inc. *6-16-03*

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: EnerTech Capital Partners II L.P.
Internal Address: _____
Address: _____

Street Address: 435 Devon Park Drive, 700 Bldg
City: Wayne State: PA Zip: 19087

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 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 Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 04/10/2003, 04/23/2003, 05/02/2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 75/922,715

B. Trademark Registration No.(s) 2,285,369
 2,191,335

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Hale and Dorr LLP
 Internal Address: _____

Street Address: The Willard Office Building
 1455 Pennsylvania Avenue, NW

 City: Washington State: DC Zip: 20004

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 08-0219

DO NOT USE THIS SPACE

9. Signature.
 06/18/2003 6TON11 00000221 000219 75922715
 01 FC:8521 40.00 BA
 02 FC:8522 50.00 BA
 Iran H. Donner
 Name of Person Signing

Iran H. Donner
Signature

6/16/03
Date

Total number of pages including cover sheet, attachments, and document: 15

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

TRADEMARK REEL: 002758 FRAME: 0955

Names and Addresses of Additional Receiving Parties (Continuation of Box 2)

1. ECP II Interfund L.P.
435 Devon Park Drive
700 Building
Wayne, Pennsylvania 19087
2. Hydro-Quebec Capitech Inc.
75,boul.René-Lévesque oust
22eétage
Montréal (Québec) H2Z 1A4
3. Exelon Enterprises Management, Inc.
2301 Market Street, S8-5
Philadelphia, Pennsylvania 19101-8699
4. EnerTech Capital Partners L.P.
435 Devon Park Drive
700 Building
Wayne, Pennsylvania 19087
5. EnerTech Capital Holding Company L.P.
435 Devon Park Drive
700 Building
Wayne, Pennsylvania 19087
6. David P. Kelly
2804 Dover Road, NW
Atlanta, Georgia 30327

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 10, 2003 (this "Intellectual Property Security Agreement"), is made by and among Enerwise Global Technologies, Inc., a Delaware corporation (the "Borrower"), and each of the entities whose names are set forth on Schedule I attached hereto (as the same may be amended, modified or supplemented from time to time), and who have executed a counterpart signature page hereto (which entities are referred to collectively herein as the "Secured Parties" and each individually as a "Secured Party").

RECITALS

A. The Secured Parties have agreed to make certain advances of money to the Borrower in the amounts and manner set forth in that certain Securities Purchase Agreement by and among the Borrower and the Secured Parties dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Purchase Agreement").

B. Pursuant to the terms of that certain Security Agreement dated as of the date hereof by and among the Borrower and Secured Parties (the "Security Agreement"), the Borrower has granted to the Secured Parties a security interest in all of the Borrower's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

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 the Secured Obligations (as defined in the Security Agreement), the Borrower hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Secured Obligations under the Security Agreement, the Borrower hereby grants and pledges to the Secured Parties a security interest in all of the Borrower's right, title and interest in, to and under its Intellectual Property Collateral (including, without limitation, the computer hardware and software and those copyrights, patents and trademarks listed on Schedules A, B, C and D attached 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.

The Borrower and the Secured Parties have also entered into the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted herein are in addition to those set forth in the Security Agreement, and those which are now or hereafter

available to the Secured Parties as a matter of law or equity. Each right, power and remedy of the Secured Parties provided for herein or in the Security Agreement or any of the Notes (as defined in the Purchase Agreement), or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Secured Parties of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the Notes, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Parties, of any or all other rights, powers or remedies.

The Borrower authorizes and requests that the United States Copyright Office, the United States Patent and Trademark Office, domain name registrars and all relevant domestic and foreign offices record this Intellectual Property Security Agreement.

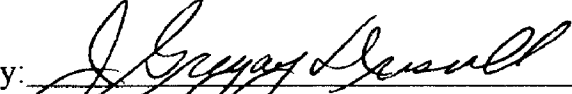
Any person or entity who becomes a Purchaser under the Purchase Agreement shall become a party to this Agreement as a Secured Party for all purposes hereunder as if such person had been an original signatory.

[Signature page follows]

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.

BORROWER:

ENERWISE GLOBAL TECHNOLOGIES, INC.

By: 
Name: J. GREGORY DRISCOLL
Title: PRESIDENT & CEO

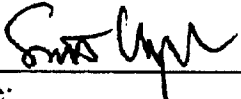
ENERWISE GLOBAL TECHNOLOGIES, INC.

**Counterpart Signature Page
to Intellectual Property Security Agreement dated as of April 10, 2003**

Executed as of April 10, 2003

SECURED PARTIES:

ENERTECH CAPITAL PARTNERS II L.P.

By: 
Name:
Title:

435 Devon Park Drive
700 Building
Wayne, Pennsylvania 19087
Attn: Managing Director

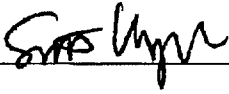
ENERWISE GLOBAL TECHNOLOGIES, INC.

**Counterpart Signature Page
to Intellectual Property Security Agreement dated as of April 10, 2003**

Executed as of April 10, 2003

SECURED PARTIES:

ECP II INTERFUND L.P.

By: 
Name:
Title:

435 Devon Park Drive
700 Building
Wayne, Pennsylvania 19087
Attn: Managing Director

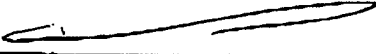
ENERWISE GLOBAL TECHNOLOGIES, INC.

**Counterpart Signature Page
to Intellectual Property Security Agreement dated as of April 10, 2003**

Executed as of April 23, 2003

SECURED PARTIES:

HYDRO-QUEBEC CAPITECH INC.


By: _____
Name: **Jean-René Marcoux**
Title: **President and Chief Executive Officer**

75,boul.René-Lévesque oust
22eétage
Montréal (Québec) H2Z 1A4
Attn: Denis Lévesque

ENERWISE GLOBAL TECHNOLOGIES, INC.

**Counterpart Signature Page
to Intellectual Property Security Agreement dated as of April 10, 2003**

Executed as of May 2, 2003

SECURED PARTIES:

EXELON ENTERPRISES MANAGEMENT, INC.

By: Robert A. Shinn
Robert A. Shinn
President

2301 Market Street, S8-5
Philadelphia, Pennsylvania 19101-8699
Attn: Robert Shinn

ENERWISE GLOBAL TECHNOLOGIES, INC.

**Counterpart Signature Page
to Intellectual Property Security Agreement dated as of April 10, 2003**

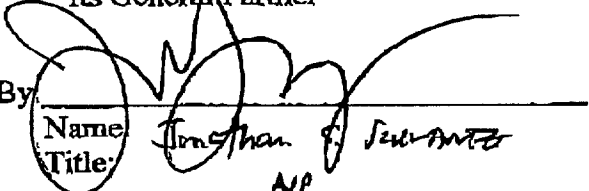
Executed as of May 2, 2003

SECURED PARTIES:

ENERTECH CAPITAL PARTNERS L.P.

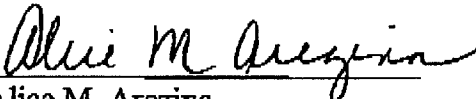
EnerTech Capital Partners, L.P.
By: EnerTech Management L.P., as General Partner
By: EnerTech Management Company LP, as General Partner
By: EnerTech Management Company Manager LLC, as General Partner

~~its General Partner~~

By: 
Name: Jonathan J. Swartz
Title: *AP*

435 Devon Park Drive
700 Building
Wayne, Pennsylvania 19087
Attn: Managing Director

ENERWISE GLOBAL TECHNOLOGIES, INC.**Counterpart Signature Page
to Intellectual Property Security Agreement dated as of April 10, 2003****Executed as of May 2, 2003****SECURED PARTIES:****ENERTECH CAPITAL HOLDING COMPANY LP****By: EnerTech Capital Holding Company Manager LLC**

By: 
Name: Alice M. Arezina
Title: Assistant Secretary

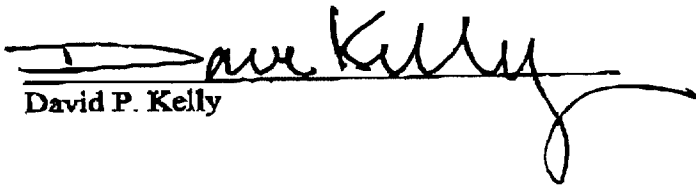
435 Devon Park Drive
700 Building
Wayne, Pennsylvania 19087
Attn: Managing Director

ENERWISE GLOBAL TECHNOLOGIES, INC.

**Counterpart Signature Page
to Intellectual Property Security Agreement dated as of April 10, 2003**

Executed as of May 2, 2003

SECURED PARTIES:


David P. Kelly

2804 Dover Road, NW
Atlanta, Georgia 30327

SCHEDULE I

to Intellectual Property Security Agreement

Secured Parties

EnerTech Capital Partners II L.P.
435 Devon Park Drive
700 Building
Wayne, Pennsylvania 19087
Attn: Managing Director

ECP II Interfund L.P.
435 Devon Park Drive
700 Building
Wayne, Pennsylvania 19087
Attn: Managing Director

Hydro-Quebec Capitech Inc.
75, boul. René-Lévesque oust
22e étage
Montréal (Québec) H2Z 1A4
Attn: Denis Lévesque

Exelon Enterprises Management, Inc.
2301 Market Street, S8-5
Philadelphia, Pennsylvania 19101-8699
Attn: Robert Shinn

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700 Building
Wayne, Pennsylvania 19087
Attn: Managing Director

EnerTech Capital Holding Company L.P.
435 Devon Park Drive
700 Building
Wayne, Pennsylvania 19087
Attn: Managing Director

David P. Kelly
2804 Dover Road, NW
Atlanta, Georgia 30327

SCHEDULE D

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

Please see attached schedule.

Trademark Application in the name of Enerwise Global Technologies, Inc.

Serial No.	Class	Trademark	Filing Date	Registration No.	Publication Date	Status	Registration No.	Registration Date
112325.122	75/922,715	POWERED BY DATAPULT	2/18/2000		8/28/2001	Allowed		
112325.129	75/552,710	ENERWISE	9/14/1998		7/20/1999	Registered	2285369	10/12/1999
112325.129	75/182,299	ENERWISE	10/16/1996		4/8/1997	Registered	2191335	9/22/1998