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

eBidenergy, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 06/07/2002

2. Name and address of receiving party(ies)

Name: Monroe Fund LLC

Internal

Address:

Street Address: 400 Linden Oaks

City: Rochester State: NY Zip: 14625

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Company

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 78096741, 78010613

B. Trademark Registration No.(s) 2628336, 2659441

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Merzbach Law Office, P.C.

Internal Address:

Street Address: 73 State Street

City: Rochester State: NY Zip: 14614

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Ralph K. Merzbach, Esq.

Name of Person Signing

Signature

6/24/03

Date

Total number of pages including cover sheet, attachments, and document: 10

01 FC:8521  
02 FC:8522

40.00  
75.00

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

TRADEMARK  
REEL: 002785 FRAME: 0943

**SUPPLEMENTAL COLLATERAL ASSIGNMENT,  
PATENT MORTGAGE AND SECURITY  
AGREEMENT**

THIS SUPPLEMENTAL COLLATERAL ASSIGNMENT, PATENT MORTGAGE AND SECURITY AGREEMENT ("Assignment") is made as of this 7 day of June, 2002, by and between eBidenergy, Inc., a New York corporation formerly known as Logical Energy Solutions, Inc., and subsequently formerly known as eBidenergy.com, Inc., having an address at 150 Lucius Gordon Drive, Rochester, New York 14586 ("Assignor"), and The Monroe Fund LLC, a New York limited liability company, having an address at 400 Linden Oaks, Rochester, New York 14625 ("Assignee").

**RECITALS**

- A. Assignee has lent to Assignor certain funds (the "Loan"), and Assignor has borrowed such funds from Assignee. The Loan is evidenced by one or more promissory notes or other evidences of credit extensions (a "Note" or, collectively, the "Notes") and is secured in part pursuant to the terms of certain loan documents, including a Loan Agreement, a General Security Agreement and a Collateral Assignment, Patent Mortgage and Security Agreement (the "Original IP Collateral Assignment") dated December 21, 2000 (collectively, the "Loan Documents").
- B. In order to induce Assignee to make the Loan, Assignor agreed to assign certain intangible property, including after-acquired property, to Assignee for purposes of securing the obligations of Assignor to Assignee. This Assignment supplements the Original IP Collateral to cover after-acquired intangible property as contemplated by the Original IP Assignment.

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. **Assignment, Patent Mortgage and Grant of Security Interest.** As collateral security for the prompt and complete payment and performance of all of Assignor's present or future indebtedness, obligations and liabilities of every kind and character, owed to Assignee pursuant to the Loan Documents, including without limitation the Loan (collectively, the "Obligations"), Assignor hereby assigns, transfers, conveys and grants a security interest and mortgage to Assignee, as security, Assignor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):
- (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
- (b) Any and all trade secrets, proprietary information, customer lists, manufacturing techniques, formulas, product formulations, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

- (c) Any and all design rights which may be available to Assignor now or hereafter existing, created, acquired or held;
  - (d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
  - (e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, all trade names, trade styles, designs, and the like, all elements of package or trade dress of goods, and the entire goodwill of the business of Assignor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");
  - (f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
  - (g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use;
  - (h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
  - (i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.
2. **No Current Assignment.** The interest in the Collateral being assigned hereunder shall not be construed as a current assignment, but as a contingent assignment to secure Assignor's Obligations to Assignee.
3. **Authorization and Request.** Assignor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this conditional assignment.
4. **Covenants and Warranties.** Assignor represents, warrants, covenants and agrees as follows:
- (a) Assignor is the sole and lawful owner of the Collateral, except for non-exclusive licenses granted by Assignor to its customers in the ordinary course of business and except for liens, encumbrances or security interests to which Assignee has consented in writing;
  - (b) Performance of this Assignment does not conflict with or result in a breach of any agreement to which Assignor is party or by which Assignor is bound;
  - (c) During the term of this Assignment, Assignor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by Assignor in the ordinary course of business;
  - (d) Each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

- (e) Assignor shall promptly advise Assignee of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Assignor in or to any Trademark, Patent or Copyright not specified in this Assignment;
- (f) Assignor shall at its expense (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Assignee in writing of material infringements detected and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Assignee, which shall not be unreasonably withheld;
- (g) Assignor shall promptly register the most recent version of any of Assignor's Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Assignee may request from time to time to perfect or continue the perfection of Assignee's interest in the Collateral, at Assignor's sole expense;
- (h) This Assignment creates, and in the case of after acquired Collateral, this Assignment will create at the time Assignor first has rights in such after acquired Collateral, in favor of Assignee a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the Obligations owed to Assignee upon making the filings referred to in clause (i) below;
- (i) Except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests and assignment created hereunder, and, except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (i) for the grant by Assignor of the security interest granted hereby or for the execution, delivery or performance of this Assignment by Assignor or (ii) for the perfection in the United States or the exercise by Assignee of its rights and remedies hereunder;
- (j) All information heretofore, herein or hereafter supplied to Assignee by or on behalf of Assignor with respect to the Collateral is accurate and complete in all material respects;
- (k) Assignor shall not enter into any agreement that would materially impair or conflict with Assignor's Obligations hereunder without Assignee's prior written consent. Assignor shall not permit the inclusion in any contract to which it becomes a party of any provisions that could or might in any way impair or prevent the creation of a security interest in Assignor's rights and interests in any property included within the definition of the Collateral acquired under such contracts;
- (l) Upon any officer or member of Assignor obtaining knowledge thereof, Assignor will promptly notify Assignee in writing of any event that materially adversely affects the value of any of the Collateral, the ability of Assignor or Assignee to dispose of any of the Collateral or the rights and remedies of Assignee in relation thereto, including the levy of any legal process against any of the Collateral.

5. **Assignee's Rights.** Assignee shall have the right, but not the obligation, to take, at Assignor's sole expense, any actions that Assignor is required under this Assignment to take but which Assignor fails to take. Assignor shall reimburse and indemnify Assignee for all costs and expenses incurred in the reasonable exercise of its rights under this section 5.
6. **Inspection Rights.** Assignor hereby grants to Assignee and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable notice to Assignor, and any of Assignor's and its subcontractors' plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold under any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable notice to Assignor and as often as may be reasonably requested; provided, however, nothing herein shall entitle Assignee access to Assignor's trade secrets and other proprietary information.
7. **Further Assurances; Attorney in Fact.**
  - (a) On a continuing basis, Assignor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the United States Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Assignee, to perfect Assignee's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Collateral Assignment, or for assuring and confirming to Assignee the grant or perfection of a security interest in all Collateral.
  - (b) Assignor hereby irrevocably appoints Assignee as Assignor's attorney-in-fact, with full authority in the place and stead of Assignor and in the name of Assignor, Assignee or otherwise, from time to time in Assignee's discretion, to take any action and to execute any instrument which Assignee may deem necessary or advisable to accomplish the purposes of this Collateral Assignment, including but not limited:
    - (i) To modify, in its sole discretion, this Collateral Assignment without first obtaining Assignor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Assignor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Assignor no longer has or claims any right, title or interest; and
    - (ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Assignor where permitted by law; and
    - (iii) Upon an Event of Default hereunder, and following the exercise of any of the remedies provided hereby, to assign and transfer title to the Collateral to its own (or its nominee's) name or to the name of any purchaser of any of the Collateral at a public or private foreclosure sale. Assignor covenants and agrees to cooperate with

Assignee to the extent necessary to permit Assignee to exercise its remedies following an Event of Default by Assignor hereunder.

8. **Events of Default.** The occurrence of any of the following shall constitute an Event of Default under the Assignment:
- (a) An Event of Default occurs under the Loan Documents or any Note;
  - (b) Assignor breaches any warranty or agreement made by Assignor in this Assignment; or
  - (c) Assignor breaches any of the terms or conditions of any of the Obligations, other than as set forth in paragraph (a) or (b) above.

Furthermore, an Event of Default under this Assignment shall constitute a Default or Event of Default under the Loan Documents.

9. **Remedies.** Upon the occurrence of an Event of Default, Assignee shall have the right (a) to declare the entire amount of the Loan, or any other Obligation owed to Assignee, immediately due and payable, (b) to exercise any rights and remedies Assignee may have under the Loan Documents, other documents regarding any of the Obligations or applicable law, and (c) to exercise all the remedies of a secured party under the New York Uniform Commercial Code, including without limitation the right to require Assignor to assemble the Collateral and any tangible property in which Assignee has a security interest and to make it available to Assignee at a place designated by Assignee. Assignee shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Assignee to exercise its rights and remedies upon the occurrence of an Event of Default. Assignor will pay any expenses (including attorneys' fees) incurred by Assignee in connection with the exercise of any of Assignee's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Assignee's rights and remedies with respect to the Collateral shall be cumulative.

10. **Indemnity.** Assignor agrees to defend, indemnify and hold harmless Assignee and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Assignee as a result of or in any way arising out of, following or consequential to transactions between Assignee and Assignor, whether under this Assignment or otherwise (including without limitation attorneys fees and expenses), except for losses arising from or out of Assignee's gross negligence or willful misconduct.

11. **Reassignment.** At such time as Assignor shall completely satisfy all of the Obligations secured hereunder, Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to revest in Assignor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

12. **Course of Dealing.** No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

13. **Attorneys Fees.** If any action relating to this Assignment is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements.
14. **Amendments.** This Assignment may be amended only by a written instrument signed by both parties hereto.
15. **Counterparts.** This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.
16. **New York Law and Jurisdiction.** This Assignment shall be governed by the laws of the State of New York without regard for choice of law provisions. Assignor and Assignee consent to the exclusive jurisdiction of any state or federal court located in Monroe County, New York for any litigation concerning this Assignment, its formation, subject matter, performance or breach, and the parties hereby irrevocably submit and consent to the personal jurisdiction of all such courts for this purpose.
17. **Cumulative Agreements.** This Assignment is in addition to and not in replacement of the Loan Documents. The rights and remedies of the Assignee under this Assignment and the Loan Documents shall be cumulative.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the day and year first above written.

eBidenergy, Inc.,

By *James E. Smith*

Title *President & CEO*

The Monroe Fund LLC

By *John DE Leo*

Title *Junior Executive*

EXHIBIT A.

**SCHEDULE II**  
**COPYRIGHTS**

None.



**SCHEDULE I**

**PATENTS, PATENT APPLICATIONS**

1. User Interface to Facilitate, Analyze, and Manage Resource Consumption.  
International PCT Filing. PCT Patent Application Number WO 01/06432.

**EXHIBIT C**

**SCHEDULE II**

**TRADEMARKS**

1. Trademark for EBIDENERGY.COM, Serial Number 78/010,613
2. Trademark for POWERTRAK, Serial Number 78/046,578.
3. Trademark for ENTREX, Serial Number 78/047,474.
4. Trademark for ENODE, Serial Number 78/096,741.



July 1, 2003

Commissioner for Trademarks  
2900 Crystal Drive  
Arlington Virginia 22202-3514

Re: Trademark Assignment

Dear Sir or Madam:

Enclosed is a Trademark Assignment along with a recordation page, a check in the amount of \$115.00 in payment of the fee for recording the assignment, and a self-addressed return envelope for confirmation of receipt by the PTO.

Very truly yours,

A handwritten signature in black ink, appearing to be 'R. Merzbach', written over a faint dotted line.

Ralph K. Merzbach

RKM/jl  
Encs.