

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |
| EFFECTIVE DATE: | 12/31/2004 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------|----------|----------------|------------------------------------|
| E-Mon, L.P. | | 12/31/2004 | LIMITED PARTNERSHIP: UNITED STATES |

RECEIVING PARTY DATA

| | |
|-----------------|---|
| Name: | Hunt Power, L.P. |
| Composed Of: | COMPOSED OF HUNT POWER, L.P. General Partner: H POWER I, L.L.C., a Delaware limited liability company |
| Street Address: | 1445 Ross Ave. 20th Floor |
| City: | Dallas |
| State/Country: | TEXAS |
| Postal Code: | 75202 |
| Entity Type: | LIMITED PARTNERSHIP: UNITED STATES |

PROPERTY NUMBERS Total: 9

| Property Type | Number | Word Mark |
|----------------|----------|----------------|
| Serial Number: | 75919096 | RESI-MON |
| Serial Number: | 75918872 | EMONENERGY.COM |
| Serial Number: | 75918871 | PRO-MON |
| Serial Number: | 74251113 | ENERGY MONITOR |
| Serial Number: | 74593114 | E-CON |
| Serial Number: | 74250907 | ENERGY MONITOR |
| Serial Number: | 74125481 | CE-MON |
| Serial Number: | 73521467 | E-MON |
| Serial Number: | 73727609 | E-MON D-MON |

CORRESPONDENCE DATA

**TRADEMARK
 REEL: 003080 FRAME: 0117**

OP \$240.00 75919096

Fax Number: (972)659-1275
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 972 659-1275
Email: nancynavarro@verizon.net
Correspondent Name: Navarro Law Office, P.C.
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| | |
|--------------------|------------------|
| NAME OF SUBMITTER: | Nancy T. Navarro |
| Signature: | /lovella/ |
| Date: | 05/09/2005 |

Total Attachments: 3
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ASSET ASSIGNMENT AGREEMENT

This ASSET ASSIGNMENT AGREEMENT (the "Agreement") dated as of December 31, 2004, is by and among Hunt Power, L.P., a Delaware limited partnership (the "Parent"), and MeterSmart, L.P., MeterSmart Services, L.P. and E-Mon, L.P., each a Delaware limited partnership and a wholly-owned subsidiary of Parent (each a "Subsidiary" and collectively, the "Subsidiaries").

WITNESSETH

WHEREAS, the Subsidiaries wish to transfer and assign certain assets of the Subsidiaries to the Parent, and the Parent wishes to receive and accept such transfer and assignment from the Subsidiaries upon the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants set forth below, the parties hereby agree as follows:

SECTION 1 - ASSIGNMENT OF ASSETS

1.1 Assignment of Assets. Subject to the provisions of this Agreement, each Subsidiary agrees to transfer and assign and the Parent agrees to receive, all of the properties and assets of such Subsidiary (to the extent assignable), whether tangible and intangible, real, personal or mixed, and wherever located, including without limitation all cash, accounts receivable, inventory, equipment, contracts, intellectual property rights, copyrights, computer programs, and Subsidiaries' goodwill, and the Subsidiaries' record books, corporate record books containing minutes of meetings of directors and partners and such other records as have to do with Subsidiaries' organization or equity capitalization. The assets, property and business of Subsidiaries to be contributed and assigned to the Parent or its designee under this Agreement are hereinafter sometimes referred to as the "Assets."

1.2 Assumption of Liabilities. Upon the transfer and assignment of the Assets, the Parent shall assume and agree to pay or discharge when due all the liabilities and obligations of each Subsidiary (hereinafter, the "Assumed Liabilities").

1.3 Transfer of Assets. At the Closing, each Subsidiary shall deliver or cause to be delivered to the Parent good and sufficient instruments of transfer transferring to the Parent title to all of the Assets and shall effectively vest in the Parent good title to all of the Assets free and clear of all liens, restrictions and encumbrances, except for any assignments to which required consents of assignment are not available at Closing.

1.4 Delivery of Records and Contracts. At the Closing or soon as practicable thereafter, each Subsidiary shall deliver or cause to be delivered to the Parent all written leases, contracts, commitments and rights evidencing Assets and Assumed Liabilities,

with such assignments thereof and consents to assignments as are necessary to assure the Parent of the full benefit of the same. Each Subsidiary shall also deliver to the Parent at the Closing all of such Subsidiary's business records, tax returns, books and other data relating to its assets, business and operations and such Subsidiary shall take all requisite steps to put the Parent (or its designee) in actual possession and operating control of such assets and business of such Subsidiary.

SECTION 2 - MISCELLANEOUS

2.1 Entire Agreement. This Agreement and all other documents executed in connection with the consummation of the transactions contemplated herein contain the entire agreement among the parties with respect to the Assets and related transactions, and supersedes all prior agreements, written or oral, with respect thereto.

2.2 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas without regard to its conflict of law principles.

2.3 Binding Effect; No Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and legal representatives.


2.4 Variations in Pronouns. All pronouns and variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require.

2.5 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

2.6 Headings. The headings in this Agreement are for reference only, and shall not affect the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal
as of the date first above written.


HUNT POWER, L.P.

HP


Hugh D. Baker, President

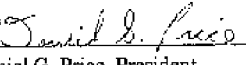
METERSMART, L.P.

By its general partner, MeterSmart GP, L.L.C.

HP


Hugh D. Baker, President

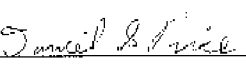
METERSMART SERVICES, L.P.

HP


Daniel G. Price, President

E-MON, L.P.

By its general partner, HP E-Mon, L.L.C.

HP


Daniel G. Price, President