

05-12-2005

RECC  
TF



103001351

To the Director of the U. S. Patent and Trademark Office, please record the attached documents or the new address(es) below.

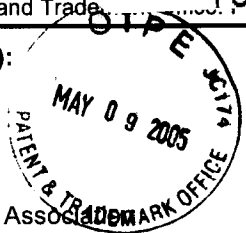
**1. Name of conveying party(ies):**

Excelergy Corporation

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No



**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Brinvest North America, LLC

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 10 Maguire Road, Suite 111

City: Lexington

State: MA

Country: USA Zip: 02421

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship United States
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) March 3, 2005

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

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,867,912; 2,811,438; 2,483,420; and 2,483,290

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

CUSTOMERPOINT; TRADER BACKOFFICE; EXCELERGY EXACT; and EXCELERGY

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

Name: James Remenick

Internal Address: Powell Goldstein, LLP

Street Address: 901 New York Avenue, N.W.

City: Washington

State: DC Zip: 20001

Phone Number: 202-347-0066

Fax Number: 202-624-7222

Email Address: jremenick@pogolaw.com

**6. Total number of applications and registrations involved:**

4

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 160.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 50-1682

Authorized User Name James Remenick

**9. Signature:**

05/11/2005 00000178 501682 2867912

Signature

May 9, 2005

Date

01 FC:8521  
02 FC:8522

40.00  
75.00

James Remenick  
Name of Person Signing

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

2

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003160 FRAME: 0438

ASSIGNMENT

WHEREAS, Excelergy Corporation, a Delaware corporation (hereinafter referred to as the "Assignor") is interested in selling, conveying, transferring and assigning its entire right, title and interest to the trade names, common law trademarks and trademark registrations attached hereto as Attachment A (the "Trademarks") in connection with the sale of its related business and all goodwill appurtenant thereto.


WHEREAS, Brinvest North America, LLC, a Massachusetts limited liability company (hereinafter referred to as the "Assignee"), is interested in acquiring Assignor's interest in and to the Trademarks in connection with the acquisition of the related business.

NOW, THEREFORE, for good and valuable consideration to the Assignor, the receipt of which is hereby acknowledged, the Assignor has agreed to and does hereby assign unto the Assignee its entire right, title and interest in and to the Trademarks, as such rights may exist throughout the world, together with the goodwill of the business related thereto in accordance with the terms of this instrument. Assignor agrees, from time to time, and upon reasonable request of the Assignee to execute such further documents and instruments and to take such further steps and actions as may be reasonably required for Assignee to enjoy its full rights and benefits in the assigned Trademarks. Assignee further agrees to refrain from taking any steps, directly or indirectly, inconsistent with this Assignment or which would hinder Assignee in enjoying its full rights and benefits in the assigned Trademarks, including, without limitation adoption or use of any trademark likely to cause confusion with the Trademarks.

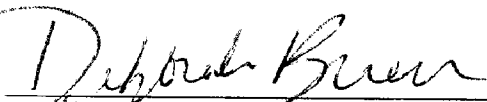
IN TESTIMONY WHEREOF, I hereby set my hand this 3<sup>rd</sup> day of December, 2000.

DEBORAH BRIERE  
Notary Public  
My Commission Expires  
August 1, 2008

Excelergy Corporation

By:   
Name: David Parkinson  
Title: President and CEO

Subscribed and Sworn to before me, this 3<sup>rd</sup> day of March 2005

  
Notary Public  
My commission expires 8/2008