

01-18-2006



1/17/06

103097125

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

1/17/06

1. Name of conveying party(ies):

Noresco Holdings, Inc.

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

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

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) December 30, 2005

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: General Electric Capital Corporation, as Agent

Internal

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

Street Address: 201 Merritt 7

City: Norwalk

State: CT

Country: USA Zip: 06856

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

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

A. Trademark Application No.(s)  
78/427,875

B. Trademark Registration No.(s)  
1,801,283 2,790,684 2,790,685 2,794,094 2,410,235  
2,410,236 2,783,965

Additional sheet(s) attached?  Yes  No

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

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

Name: Kristin Brozovic

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

Street Address: c/o Latham & Watkins LLP  
233 S. Wacker Drive, Suite 5800

City: Chicago

State: IL Zip: 60606

Phone Number: 312-876-6541

Fax Number: 312-993-9870

Email Address: kristin.brozovic@lw.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215.00

- 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 \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature:

Kristin Brozovic  
Signature

1/12/06  
Date

40.00 DE Kristin Brozovic  
175.00 DE  
126.00 DE  
Name of Person Signing

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

13

01/16/2006 01 BYRNE 00000075 78427875

01 FC:8521  
02 FC:8522  
03 FC:8523

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

1. Additional Conveying Parties

a. Noresco, LLC

Delaware limited liability company  
Execution Date: December 30, 2005

b. Energy Infrastructure, LLC

Delaware limited liability company  
Execution Date: December 30, 2005

c. EI Plymouth, LLC

Delaware limited liability company  
Execution Date: December 30, 2005

d. EI Hunterdon, LLC

Delaware limited liability company  
Execution Date: December 30, 2005

e. EI Colton, LLC

Delaware limited liability company  
Execution Date: December 30, 2005

**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2005, among NORESKO HOLDINGS, INC., a Delaware corporation ("Holdings"), NORESKO, LLC, a Delaware limited liability company ("Borrower") and ENERGY INFRASTRUCTURE, LLC, EI PLYMOUTH, LLC, EI HUNTERDON, LLC, and EI COLTON, LLC, each a Delaware limited liability company ( the "Subsidiaries") (collectively referred to herein as "Grantors" and individually a "Grantor"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, individually and in its capacity as Agent for Lenders.

**WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrowers and guaranteed by Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantors hereby grant to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantors' respective right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**NORESQ, LLC**

By: 

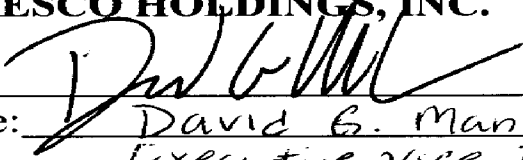
Name: David G. Mannherz

Title: Executive Vice President

[Signature Page for Trademark Security Agreement]

**TRADEMARK**  
**REEL: 003229 FRAME: 0295**

**NORESCO HOLDINGS, INC.**

By:   
Name: David G. Mannherz  
Title: Executive Vice President

[Signature Page for Trademark Security Agreement]

**ENERGY INFRASTRUCTURE, LLC**

By: 

Name: David G. Mannherz

Title: Executive Vice President

[Signature Page for Trademark Security Agreement]

**NORESCO INVESTMENTS, INC.**

By:  \_\_\_\_\_

Name: David G. Mannherz

Title: Executive Vice President

[Signature Page for Trademark Security Agreement]



**EI PLYMOUTH, LLC**

By:  \_\_\_\_\_

Name: David G. Mannherz

Title: Executive Vice President

[Signature Page for Trademark Security Agreement]

**TRADEMARK**  
**REEL: 003229 FRAME: 0299**

**EI HUNTERDON, LLC**


By:  \_\_\_\_\_

Name: David G. Mannherz

Title: Executive Vice President

[Signature Page for Trademark Security Agreement]


**EI COLTON, LLC**

By:   
Name: David S. Manohertz  
Title: Executive Vice President

[Signature Page for Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL  
CORPORATION**

By:  \_\_\_\_\_

Name: Simon Serrano \_\_\_\_\_

Title: Assistant Secretary \_\_\_\_\_

[Signature Page for Trademark Security Agreement]

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

1. Registered Service Mark No. 1,801,283 “NORESKO”
2. Registered Service Mark No. 2,790,684 “NORESKO” (design)
3. Registered Service Mark No. 2,790,685 “O” (design)
4. Registered Service Mark No. 2,794,094 “NORESKO An EQUITABLE RESOURCES Company”
5. Registered Service Mark No. 2,410,235 “NORESKO Your Energy Solutions Partner” (design)
6. Registered Service Mark No. 2,410,236 “NORESKO” (design)
7. Trademark Application No. 78427875 “Entellichoice”
8. Registered Service Mark No. 2,783,965 “NORESKO”