

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Celerity Energy Partners LLC		05/23/2006	LIMITED LIABILITY COMPANY: WEST VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EnerNOC, Inc.		
<b>Street Address:</b>	75 Federal Street		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3075772	CELERITY ENERGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(206)381-3301		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6172249900		
<b>Email:</b>	alaniz@blacklaw.com		
<b>Correspondent Name:</b>	EnerNOC, Inc.		
<b>Address Line 1:</b>	75 Federal Street		
<b>Address Line 2:</b>	Suite 300		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	CELE-2-1001		
<b>NAME OF SUBMITTER:</b>	Richard R. Alaniz		
<b>Signature:</b>	/richard r. alaniz/		

OP \$40.00 3075772

Date:

06/20/2006

**Total Attachments: 3**

source=LUCP-#4487-v1-Intellectual\_property\_assignment\_pdf#page1.tif

source=LUCP-#4487-v1-Intellectual\_property\_assignment\_pdf#page2.tif

source=LUCP-#4487-v1-Intellectual\_property\_assignment\_pdf#page3.tif

## INTELLECTUAL PROPERTY ASSIGNMENT

**WHEREAS**, Celerity Energy Partners LLC, a Washington limited liability company (hereinafter "Assignor"), owns the right, title and interest in, to and under certain intellectual property, including but not limited to, any trademarks, trademark registrations, trademark renewals, affirmations and trademark applications (the "Trademarks"), including the trademark registration listed on Schedule A, the domain name registrations as listed on Schedule A, incorporated herein and made a part hereof, and any copyrights, whether or not registered, (collectively "the Intellectual Property"); and

**WHEREAS**, EnerNOC, Inc., a Delaware corporation, having principal offices at 75 Federal Street, Suite 300, Boston, Massachusetts (hereinafter "Assignee"), is desirous of acquiring all of Assignor's right, title and interest in, to and under the Intellectual Property.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which by Assignor is hereby acknowledged, and intending to be legally bound hereby, the Assignor does hereby assign, transfer and set over unto the Assignee its entire right, title, and interest in, to and under (i) the Intellectual Property and (ii) any and all goodwill relating to the business in connection with the Intellectual Property for the use and enjoyment of the Assignee and its successors and assigns; and

**HEREBY AUTHORIZES AND REQUESTS** the U.S. Patent and Trademark Office to record the Assignee as the owner of the trademark registration listed on Schedule A and to grant any and all Trademark registrations and renewals arising therefrom to Assignee; and

**HEREBY AGREES** to take all actions, and to execute and deliver all additional instruments and documents, as Assignee may reasonably request for the purpose of carrying out this Assignment and the transactions contemplated herein including, but not limited to, all instruments and documents necessary to transfer the Intellectual Property in the United States and any foreign countries; and

**HEREBY COVENANTS** that the Assignor has full right to convey the entire interest herein assigned, and that he has not executed, and will not execute, any agreements inconsistent herewith which have not been previously identified to Assignee; and

**HEREBY FURTHER SELLS, ASSIGNS, TRANSFERS AND SETS OVER** unto the Assignee any income, royalties, damages, or payment due or payable as of the date hereof or hereafter with respect to the Intellectual Property, including, without limitation, any claims for damages by reason of past, present or future infringement or other unauthorized use of the Intellectual Property, with the right to sue for, and collect the same for the Assignee's own use and enjoyment, and for the use and enjoyment of Assignor's successors and assigns.

EXECUTED this 23<sup>rd</sup> day of May, 2006.

ASSIGNOR:

CELERITY ENERGY PARTNERS LLC

By: Dominic J. Quinn  
Its: PRESIDENT

STATE OF Massachusetts  
COUNTY OF Suffolk ss.

BEFORE ME personally appeared the said \_\_\_\_\_, President of Celerity Energy Partners LLC and acknowledged the foregoing to be the act and deed of said entity, this 23<sup>rd</sup> day of May, 2006.

Sharon Greene  
Notary Public in and for  
the State of Massachusetts

My commission expires:

9/28/2012

**SCHEDULE A**

**REGISTERED TRADEMARKS:**



**Jurisdictions of Registration:**

United States of America

U.S Principal Register: Registration No. 3075772

**Registered to:**

Celerity Energy Partners LLC

2011 152nd Ave NE

Redmond, WA 98052

**UNREGISTERED TRADEMARKS:**

Networked Distributed Resource

NDR

**COMPANY TRADENAMES:**

Celerity Energy Partners LLC

Celerity Energy Partners San Diego LLC

Celerity Energy Partners

Celerity Energy

**COPYRIGHTS:**

None

**DOMAIN NAMES:**

[www.celerityenergy.com](http://www.celerityenergy.com)

**Expiration Date**

January 6, 2007

**Owner:**

Celerity Energy, LLC

1500 Fairview Ave E, Suite 200

Seattle, WA 98102

TRA 2151616v.1

BO08223.DOC:1