

07-28-2006



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

7.25.06

1. Name of conveying party(ies):

Connected Energy Corp.

- 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) July 7, 2006

- 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: Broadstone Ventures, LLC, as Agent

Internal

Address: c/o Robert Tait

Street Address: 120 Clinton Square

City: Rochester

State: New York

Country: USA Zip: 14604

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

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)

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

A. Trademark Application No.(s)
76619382

B. Trademark Registration No.(s)
2601642 (Serial No. 75725580)

Additional sheet(s) attached? Yes No

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

76619382 - CENTRYwcc
2601642 (Serial No. 75725580) - CENTRYclc

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

Name: Gordon E. Forth, Esq.

Internal Address: Woods Oviatt Gilman LLP

Street Address: 700 Crossroads Building

City: Rochester

State: New York Zip: 14614

Phone Number: 585-987-2801

Fax Number: 585-987-2901

Email Address: gforth@woodsoviatt.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140.00

- 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:

Signature

7/23/06
Date

07/27/2006 DBYRME 00000014 76619382

01 FC:8521
02 FC:8522

Gordon E. Forth, Esq.
Name of Person Signing

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

1 of 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**Recordation Form Cover Sheet
TRADEMARKS ONLY for:**

Box 1 Conveying party: Connected Energy Corp.

Box 4B Trademark Registration No.(s):

2670880 (Serial No.: 76025836)

2620082 (Serial No.: 76183555)

2662507 (Serial No.: 76322411)

Box 4C Identification or Description of Trademarks(s):

2670880 (Serial No.: 76025836) – Clean Dry Air

2620082 (Serial No.: 76183555) – COMSYS Central Operation Management SYStem

2662507 (Serial No.: 76322411) – Contract AIR

EXHIBIT B
to
Security Agreement
Connected Energy Corp., as "Debtor"
Broadstone Ventures, LLC, as "Agent"
"Secured Parties" named therein

Intellectual Property Security Agreement

This Intellectual Property Security Agreement (this "**Agreement**"), dated as of July 7, 2006, made by **Connected Energy, Inc.**, a Delaware corporation (the "**Borrower**"), any other Persons listed on the signature pages hereof and the Additional Debtors (as hereinafter defined) (the Borrower, the Persons listed on the signature pages hereof and the Additional Debtors being collectively referred to herein as the "Secured Parties"), to Broadstone Ventures, LLC, as Agent (in such capacity, together with any successor Agent, the "Agent") for the Secured Parties.

WHEREAS, in connection with the a Note and Warrant Purchase Agreement of even date herewith (the "**Purchase Agreement**") among the Borrower, the Agent and the Secured Parties, the Borrower has executed and delivered a Security Agreement dated as of the date hereof in favor of Agent and the Secured Parties (as amended, modified, supplemented, restated or otherwise modified from time to time, the "**Security Agreement**") which, among other things, grants to the Agent and the Secured Parties for the ratable benefit of the Secured Parties a security interest in all of the personal property of Borrower, including, the Intellectual Property Collateral (as defined herein); and

WHEREAS, pursuant to the Security Agreement, the Debtor isle entering into this Agreement in order to reaffirm, confirm and/or the grant of a security interest in the Intellectual Property Collateral to the Agent and the Secured Parties for the ratable benefit of the Secured Parties to secure the Obligations;

NOW, THEREFORE, in consideration of the premises and in order to induce the Agent and the Secured Parties to make perform their obligations under the Purchase Agreement and acquire the securities provided for therein Debtor hereby agrees with the Agent and the Secured Parties for the ratable benefit of the Secured Parties as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

Section 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, Debtor does hereby mortgage, pledge and hypothecate to the Agent and the Secured Parties for the ratable benefit of the Secured Parties a security interest in all of the following property (the "**Intellectual Property Collateral**"), whether now owned or hereafter acquired or existing by it: (a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in **Item 1 of Schedule A** attached hereto; (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause(a); (c) all patent licenses, including each patent license referred to in **Item 2 of Schedule A** attached hereto; (d) all proceeds of, and rights associated with, the foregoing items described (a), (b) and (c) above (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in **Item 1 of Schedule A**

EXHIBIT B

to

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Connected Energy Corp., as "Debtor"

Broadstone Ventures, LLC, as "Agent"

"Secured Parties" named therein

attached hereto, and for breach or enforcement of any patent license, including any patent license referred to in *Item 2* of *Schedule A* attached hereto, and all rights corresponding thereto throughout the world (all of the foregoing items in clauses (a), (b), (c) and (d) being collectively called, the "**Patents**"; (e) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (e) being collectively called the "**Trademark Collateral**"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in *Item 3* of *Schedule A* attached hereto; (f) all Trademark licenses, including each Trademark license referred to in *Item 4* of *Schedule A* attached hereto; (g) all reissues, extensions or renewals of any of the items described in clauses (e) and (f); (h) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (e) and (f); (i) all proceeds of, and rights associated with, the foregoing items described in (e), (f), (g) and (h), including any claim by the Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in *Item 3* and *Item 4* of *Schedule A* attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license; (j) all of the following property (the "**Copyrights**"), whether now owned or hereafter acquired or existing by it, being all copyrights (including all copyrights for semi-conductor chip product mask works) of the Debtor, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world including all of the Debtor's right, title and interest in and to all copyrights registered in the United States Copyright Office or anywhere else in the world and also including the copyrights referred to in *Item 5* of *Schedule A* attached hereto, and all applications for registration thereof, whether pending or in preparation, all copyright licenses, including each copyright license referred to in *Item 6* of *Schedule A* attached hereto, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

Section 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Agent and the Secured Parties in the Patent Collateral, the Trademark Collateral and the Copyright Collateral with (as applicable) the United States Patent and Trademark Office, the United States Copyright Office and corresponding offices in other countries of the world, such registration will be completed by, and at the cost of the Debtor. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent and the Secured Parties for their benefit under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Debtor does hereby acknowledge and affirms that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral, the Trademark Collateral and the Copyright Collateral granted hereby are more fully set forth in the Security Agreement, the terms and

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provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * *

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IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CONNECTED ENERGY CORP.

By: 

Name: Christopher M. Campbell

Title: President