

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hunt Power, L.P.		02/05/2007	LIMITED PARTNERSHIP: UNITED STATES

RECEIVING PARTY DATA

Name:	E-Mon, LLC
Street Address:	One Oxford Valley
Internal Address:	Suite 418
City:	Langhorne
State/Country:	PENNSYLVANIA
Postal Code:	19047
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

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:	74593114	E-CON
Serial Number:	74251113	ENERGY MONITOR
Serial Number:	74250907	ENERGY MONITOR
Serial Number:	74125481	CE-MON
Serial Number:	73727609	E-MON D-MON
Serial Number:	73521467	E-MON

CORRESPONDENCE DATA

Fax Number: (972)659-1275

OP \$240.00 75919096

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.
Address Line 1: P.O. Box 166851
Address Line 4: Irving, TEXAS 75016

ATTORNEY DOCKET NUMBER:	E-MON ASSIGNMENTS
NAME OF SUBMITTER:	Nancy T. Navarro
Signature:	/lovella/
Date:	02/20/2007

Total Attachments: 14

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ASSET PURCHASE AGREEMENT

by and among

**E-MON, L.P.
and
HUNT POWER, L.P.,**

collectively as Sellers

and

E-MON, LLC,

as Purchaser

Dated as of February 5, 2007

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of the 5th day of February, 2007, by and among E-MON, L.P., a Delaware limited partnership ("E-MON"), Hunt Power, L.P., a Delaware limited partnership ("HPLP" and together with E-MON, sometimes individually as a "Seller" and collectively as "Sellers"), and E-MON, LLC a Delaware limited liability company ("Purchaser").

RECITALS:

WHEREAS, Sellers own and operate the Business (as defined below);

WHEREAS, as set forth more specifically in this Agreement, Sellers wish to sell, and Purchaser wishes to purchase, certain assets relating to the Business;

WHEREAS, on the Closing Date, Sellers and Purchaser are entering into a transition services agreement (the "Transition Services Agreement") substantially in the form attached hereto as Exhibit C;

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained in this Agreement and for other good, fair and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers and Purchaser (collectively, the "Parties") agree as follows:

SECTION 1. ASSETS BEING PURCHASED AND LIABILITIES BEING ASSUMED.

1.1 Assets Being Purchased. On the terms and subject to the conditions set forth in this Agreement, on the Closing Date, Purchaser shall purchase from Sellers, and Sellers shall sell, assign, transfer, convey and deliver to Purchaser, free and clear of all liens, claims, security interests, pledges, attachments, charges, mortgages, restrictions on transfer, restrictions on assignment and other encumbrances (collectively, "Encumbrances") except Permitted Encumbrances (as defined in Section 4.8(a)), all of Sellers' right, title and interest in and to the following assets (as used in this Agreement, the term "Assets" means the assets described in this Section 1.1 (subject to the provisions of Section 1.4)):

(a) Tangible Assets. All furniture, fixtures, machinery, equipment, information technology hardware and software, inventory and other tangible assets that are listed on Schedule 1.1(a) of the disclosure schedule that is being delivered by Sellers to Purchaser separately from this Agreement concurrently with the execution and delivery of this Agreement (the "Disclosure Schedule").

(b) Accounts Receivable. Accounts and notes receivable and outstanding billings for services and products of Sellers existing as of the Closing Date, to the extent such receivables, notes and billings were generated by services performed or products sold specifically and exclusively in connection with the operation of the Business.

(c) Intellectual Property. All intellectual property owned by Sellers that is listed on Schedule 1.1(c) of the Disclosure Schedules ("Intellectual Property").

(d) Contracts. All contracts listed on Schedule 1.1(d) of the Disclosure Schedule (collectively, the "Assumed Contracts"), including all license agreements specifically related to the IT Software Assets (as defined on Schedule 1.1(d) of the Disclosure Schedule), and any invoices and purchase orders specifically and exclusively related to the Business.

(e) Prepaid Expenses. All prepaid expenses and deposits of Sellers to the extent specifically related to the Business as of the Closing Date, other than as specifically excluded on Schedule 1.1(e).

(f) Records. All books, records, data and correspondence, or any portion thereof, owned by Sellers to the extent specifically and exclusively related to the Business, including accounting and financial records, lienholder records, customer lists, employment records and any such information that has been reduced to writing or stored electronically (provided that Sellers may retain copies of such accounting and financial records to the extent reasonably necessary to comply with applicable law or their respective internal recordkeeping policies).

(g) Licenses. To the extent their transfer is permitted by law, all licenses, permits and registrations held by Sellers as of the Closing Date that are specifically and exclusively held for the Business and issued by Governmental Authorities (as defined in Section 4.3) and all non-governmental licenses, permits or registrations held by Sellers, in either case to the extent listed on Schedule 1.1(g) of the Disclosure Schedule.

(h) Claims. All causes of action, lawsuits, judgments, claims and demands of any nature available (or that become available after the Closing Date based on occurrences prior to the Closing Date) to or being pursued by a Seller or any of its Affiliates to the extent specifically and exclusively related to the Assets, the Assumed Liabilities, the Business or the ownership, use, function or value of any Asset, whether arising by counterclaim or otherwise.

(i) Guaranties. All guaranties, warranties, indemnities and similar rights in favor of Sellers to the extent specifically and exclusively related to any Asset or the Business.

(j) Certain Definitions. As used in this Agreement:

(i) the term "Affiliate" means, with respect to any Person, a director, officer, partner, member or shareholder of such Person, or any other Person which directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

(ii) the term "Business" means (A) the business of designing, marketing, manufacturing, and assembling electricity meters and submeters, data accumulators, pulsers and other related accessory products as currently listed in the E-MON Product List attached as Exhibit F (the "Products"), and servicing and supporting the Products, (B) the business of designing and selling Automated Meter Reading ("AMR") software known as "RightEnergy" or "E-MonEnergy",

as such business is being conducted immediately prior to Closing (but for the avoidance of doubt, specifically excluding any (i) Corporate Shared Services and (ii) any Other Hunt Power Business), and (C) the fulfillment of the obligations of the Business under the Contracts).

(iii) the term "Corporate Shared Services" means the services provided by Sellers and their Affiliates for the Business as "back office" support primarily from its offices in Dallas, Texas, including (i) corporate management and strategic planning; (ii) payroll, benefit planning, and human resources related services; (iii) accounting, treasury functions, financial reporting and related processes using the SAP software; (iv) tax reporting, tax filing and related services; (v) legal services and contract administration; (vi) IT services, IT procurement, network and data security, data storage and related services; (vii) insurance, risk management and claims processing; (viii) internal auditing; (ix) corporate communications and travel services; (x) graphics designing and printing/copying services; (xi) corporate security and health and safety services; and/or (x) other similar or related services.

(iv) the term "Ordinary Course of Business" means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency) and specifically including recent activities of the Sellers related to collecting or verifying outstanding accounts receivable of the Business.

(v) the term "Other Hunt Power Business" means any other business or activity conducted by Sellers and their Affiliates that is not the Business, including specifically (i) reading, collecting, displaying, presenting, managing, storing, verifying editing, estimating, validating, formatting and reporting meter data and energy usage information, and services related to such activities; (ii) providing load control, demand response and energy efficiency solutions, and services related to such activities; and (iii) developing and designing software and other intellectual property associated with (i) and (ii) (but for avoidance of doubt, specifically excluding the software known as "RightEnergy" or "E-MonEnergy").

(vi) the term "Person" means any individual, corporation, partnership, trust, limited liability company, association, joint venture or any similar entity.

1.2 Liabilities and Obligations to Be Assumed. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser shall assume the following liabilities and obligations:

(a) Payables. All of Sellers' accounts payable, accrued expenses and other working capital items payable relating solely to the Business, reflected on the Closing Date Balance Sheet, as finally determined pursuant to Section 2.2 below, incurred and to be paid in the Ordinary Course of Business, other than (i) taxes based on or measured by income, regardless of how denominated ("Income Taxes") and (ii) payroll taxes.

(b) Agreements. All of Sellers' future performance obligations relating to the operation of the Business after the Closing under the Contracts which Purchaser has agreed to purchase pursuant to Section 1.1(d) and any Liabilities arising under such Contracts with respect to any breaches of such Contracts occurring after the Closing Date or any damages to third parties resulting from acts, omissions or events occurring after the Closing Date, but not any Liabilities (hereafter defined) under such Contracts with respect to any breaches of such Contracts occurring before the Closing or any damages to third parties resulting from acts, events or omissions occurring before the Closing.

(c) Operations. All Liabilities related to or arising from acts, omissions or events occurring after the Closing Date and relating to the Business or the operation thereof by the Purchaser and/or its Affiliates.

(d) Certain Definitions. The term "Assumed Liabilities" as used in this Agreement means the liabilities and obligations described in subsections (a), (b) and (c) of this Section 1.2, excluding the Liabilities described in Section 1.3, and the term "Liabilities" (except with respect to the liabilities and obligations which are Assumed Liabilities, which only include known, disclosed liabilities and obligations specifically assumed by Purchaser) means any liabilities (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due).

1.3 Other Liabilities Not Being Assumed. Except as specifically set forth in Section 1.2, Purchaser shall not assume, and shall not be treated as having assumed, any Liabilities or obligations of Sellers of any nature whatsoever.

1.4 Excluded Assets. Notwithstanding anything set forth in Section 1.1 to the contrary, the Assets do not include those assets described on Schedule 1.4 or any other assets not specifically described in Section 1.1 or on the Schedules referenced in Section 1.1 (the "Excluded Assets").

SECTION 2. PURCHASE PRICE.

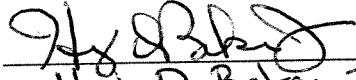
2.1 Purchase Price. On the terms and subject to the conditions set forth in this Agreement, Purchaser shall pay, as consideration for the transfer and delivery of the Assets pursuant to Section 1.1, a purchase price in cash in an amount equal to (i) \$ [REDACTED], plus or minus (ii) the amount, if any, by which the Net Working Capital (as defined in Section 2.2), estimated by Sellers in good faith as set forth in reasonable detail in a certificate to be delivered to Purchaser not less than five (5) business days prior to the Closing Date, is less than or greater than, as applicable, the Target Working Capital Range on the Closing Date (the sum of such amounts (the "Purchase Price")); provided that a portion of the Purchase Price equal to (y) [REDACTED] shall be paid by wire transfer of immediately available funds into escrow in respect of Adjusted EBITDA (the "Adjusted EBITDA Escrow") and (z) [REDACTED] shall be paid by wire transfer of immediately available funds into escrow in respect of indemnification to be paid pursuant to Section 9.1 below (the "Indemnification Escrow"), in each case pursuant to an escrow agreement (the "Escrow Agreement") substantially in the form attached hereto as Exhibit D, and the remainder shall be paid by wire transfer of

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

SELLERS:

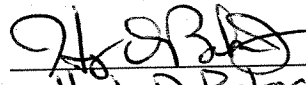
E-MON, L.P.

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

gdk By: 
Name: Hugh D Baker, Jr.
Title: President

HUNT POWER, L.P.

By: H Power I, L.L.C.,
its general partner

gdk By: 
Name: Hugh D Baker, Jr.
Title: President

PURCHASER:

E-MON, LLC

By: _____
Name: _____
Title: _____

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

SELLERS:

E-MON, L.P.

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

By: _____
Name: _____
Title: _____

HUNT POWER, L.P.

By: H Power I, L.L.C.,
its general partner

By: _____
Name: _____
Title: _____

PURCHASER:

E-MON, LLC

By: DA
Name: David A. Castle
Title: Authorized Signatory

BILL OF SALE

Reference is made to that certain Asset Purchase Agreement, dated as of February 5, 2007 (the "Agreement"), by and among E-MON, L.P., a Delaware limited partnership ("E-MON"), Hunt Power, L.P., a Delaware limited partnership ("HPLP" and together with E-MON, "Sellers"), and E-MON, LLC, a Delaware limited liability company ("Purchaser"). Capitalized terms used herein that are not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

KNOW BY THESE PRESENTS, that, pursuant to the Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers do hereby assign, transfer and convey to Buyer, and its successors and assigns, all right, title and interest in and to the Assets.

Nothing contained in this Bill of Sale will be deemed to supersede, limit, amend, supplement, modify, vary or enlarge any of the rights, obligations, covenants, agreements, representations and warranties of Sellers or Purchaser under the Agreement, this Bill of Sale being intended only to effect the transfer of the Assets owned by Sellers to Purchaser, as contemplated in the Agreement.

This Bill of Sale will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

This Bill of Sale will be governed by and construed and interpreted in accordance with the substantive laws of the State of Delaware, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction.

This Bill of Sale may be executed in one or more counterparts (including by facsimile or portable document format (pdf)) for the convenience of the parties hereto, each of which will be deemed an original, but all of which together will constitute one and the same instrument. No signature page to this Bill of Sale evidencing a party's execution hereof will be deemed to be delivered by such party to any other party hereto until such delivering party has received executed signature pages from all parties signatory to this Bill of Sale.

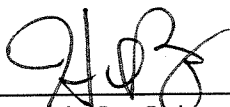
[Signature Page Follows.]

Executed this ___ day of February, 2007, to be effective as of 12:01 A.M. on the same day.

SELLERS:

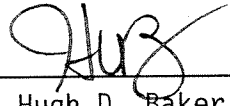
E-MON, L.P.

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

DMK By: 
Name: Hugh D. Baker
Title: President

HUNT POWER, L.P.

By: H Power I, L.L.C.
its general partner

DMK By: 
Name: Hugh D. Baker
Title: President

PURCHASER:

E-MON, LLC

By: _____
Name: _____
Title: _____

Executed this ___ day of February, 2007, to be effective as of 12:01 A.M. on the same day.

SELLERS:

E-MON, L.P.

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

By: _____
Name: _____
Title: _____

HUNT POWER, L.P.

By: H Power I, L.L.C.
its general partner

By: _____
Name: _____
Title: _____

PURCHASER:

E-MON, LLC

By: D A C
Name: David A. Castle
Title: Vice President

Disclosure Schedule - Description of Assets

Schedule 1.1(c)

INTELLECTUAL PROPERTY

1. Patents: The U.S. Patent No. 4,851,803, issued on July 25, 1989 – Split Core Insulator and Locking Device and the patent applications and patent disclosures, together with all divisions, reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations related thereto.
2. Trademarks and Tradenames: All trademarks listed on Schedule 1.1(c)(i) and all brand names, d/b/a's, symbols, assumed names, fictitious names, trade dress, logos, trade names, corporate names, phrases and other identifications (including the names "E-Mon", "E-Mon Corporation", "Right Monitor," "RightEnergy", "E-MonEnergy" and any variations thereof) together with all translations, adaptations, derivations and combinations thereof that is specifically and exclusively used in the Business and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith (but specifically excluding any such items that include the name "Hunt" or any derivations thereof or "MeterSmart" or any derivations there of).
3. Copyrights: All copyrights listed below and all applications, registrations and renewals in connection therewith:

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
CE-MON Version 4.2.002	TX5-154-880	3/27/2000
CE-MON Profile Version 1.54	TX3581603	7/31/1993
CE-MON Version 2.32	TX3554120	7/2/1993
CE-MON Version 2.0	TXu472568	3/26/1991
CE-MON Version 1.0	TX3055484	3/26/1991

4. Software: All IT Software Assets and all data, user manuals, training manuals and technical documentation related to the IT Software Assets. All rights to the RightEnergy and E-MonEnergy software, including, source code, object codes, enhancements, modifications, files, documentation related to such computer program, and all derivative works and improvements of the foregoing.
5. Domain Names: The domain names, Uniform Resource Locator ("URL"), website and content associated with www.emon.com, but specifically excluding (i) any logos or trademarks with the name "Hunt", "MeterSmart" or any derivative thereof; (ii) the look and feel of any content currently used in any Other Hunt Power Business; and (iii) any licensed content,

TRADEMARK

REEL: 003483 FRAME: 0849

including any graphics or pictures that is currently used in Other Hunt Power Business (the "HP Content"). The following domain names:

EMON.COM
EMONENERGY.COM
EMONENERGY.NET
CEMON.COM
CE-MON.COM
EMONDMON.COM
EMONDMON.NET
EMONDEMON.COM

6. Proprietary Information: All ideas, inventions, discoveries, processes, proprietary or confidential information, proprietary designs, technology, trade secrets, processes, formulae, know-how, compositions, drawings, schematics, prototypes, models, customer lists, supplier lists and technical or marketing information or documents specifically and exclusively related to the Business or the Products, but specifically excluding in any such marketing materials or documents any HP Content.

7. Telephone Numbers: All local and "800" telephone numbers listed on Schedule 1.1(c)(ii).

8. On-line Subscription Data: All data and information owned by Sellers included as part of the following online subscriptions that is currently used by the Business:

- a. Salesforce.com – but only with respect to the subscription related to the Business.
- b. Element K training
- c. Plan 3D

Trademarks

	MARK	OWNER (last listed)	REG. No.	REG. DATE	STATUS	DEADLINE
1	CE-MON	Hunt Power, L.P.	1664844	11/19/1991	Renewed	2 nd Renewal 11/19/2011
2	E-CON	Hunt Power, L.P.	2005000	10/01/1996	Registered	2 nd Renewal 10/1/2016
3	E-MON	Hunt Power, L.P.	1353859	08/13/1985	Registered	3 rd Renewal 08/13/2015
4	E-MON D-MON	Hunt Power, L.P.	1518764	01/03/1989	Registered	1 st Renewal 01/03/2009
5	EMONENERGY.COM	Hunt Power, L.P.	2514228	12/04/2001	Registered	8 & 15 Affidavits 12/04/2007
6	ENERGY MONITOR	Hunt Power, L.P.	1734546	11/24/1992	Registered	1 st Renewal 12/04/2011
7	ENERGY MONITOR (Stylized)	Hunt Power, L.P.	1738138	12/08/1992	Registered	2 nd Renewal 11/24/2012
8	PRO-MON	Hunt Power, L.P.	2469318	07/17/2001	Registered	2 nd Renewal 12/08/2012
9	RESI-MON	Hunt Power, L.P.	2469319	07/17/2001	Registered	8 & 15 Affidavits 07/17/2007
					Registered	1 st Renewal 07/17/2011
					Registered	8 & 15 Affidavits 07/17/2007
					Registered	1 st Renewal 07/17/2011

III. Foreign Trademarks

MARK	COUNTRY	REG. NO.	REG. DATE	STATUS	COMMENTS
E-MON	Canada	TMA 392183	12/20/1991	Registered	Renewed 1/24/07; Expires 6 months after 12/20/2021
E-MON D- MON	Canada	TMA 396738	04/03/1992	Registered	Expires 6 months after 4/03/2007