

**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>
eBidenergy, Inc.	FORMERLY eBidenergy.com, Inc.	02/23/2006	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Trillium Capital Partners LLC		
<b>Street Address:</b>	1221 Pittsford-Victor Road		
<b>City:</b>	Pittsford		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14534		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2585793	EBIDENERGY.COM	
Registration Number:	2659441	POWERTRAK	
Registration Number:	2628336	ENTREX	
Registration Number:	2784184	ENODE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)443-0004		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(617)443-9292		
<b>Email:</b>	trademarks@bromsun.com		
<b>Correspondent Name:</b>	William J. Morris III		
<b>Address Line 1:</b>	125 Summer Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110-1618		
<b>ATTORNEY DOCKET NUMBER:</b>	2721/212, 213, 214, 215		
<b>NAME OF SUBMITTER:</b>	William J. Morris III		

**CH \$115.00 2585793**

Signature:	/William J. Morris III/
Date:	07/18/2007
<b>Total Attachments: 4</b> source=Agreement for Collateral Turnover re Trillium#page1.tif source=Agreement for Collateral Turnover re Trillium#page2.tif source=Agreement for Collateral Turnover re Trillium#page3.tif source=Agreement for Collateral Turnover re Trillium#page4.tif	

February 23, 2006

eBidenergy, Inc.  
3445 Winton Place, Suite 219  
Rochester, NY 14623  
Attention: Terrence E. Sick, Chief Executive Officer

Re: Agreement for Collateral Turnover and Acceptance of Collateral by  
Trillium Capital Partners LLC

Dear Mr. Sick:

- 1. Documentation of Obligations.

"Debtor"),

eBidenergy, Inc. (the

**REDACTED**

Trillium Capital Partners LLC (the "Agent"),

As used herein, "Collateral" shall mean all of Debtor's assets as described in the Security Agreement including, but not limited to, all equipment inventory, general intangibles, patents, copyrights, documents, any tort claims, and including those items listed in the attachment hereto as Schedule A. The rights of the Secured Party to collect and dispose of the Collateral have been specifically delegated to the Agent pursuant to an Intercreditor and Agency Agreement dated as of July 1, 2003 (the "Agency Agreement") by and between the Secured Party and the Agent.

2. Default and Acceptance. The Debtor is in default under the Debentures and the Agreement. Defaults include but are not limited to the Debtor's inability to pay debts as they become due. As a result of such defaults, Agent has the present right and entitlement to enforce its security interests in the Collateral (including, without limitation, by taking possession of and selling or otherwise disposing of or realizing upon the Collateral) in accordance with Agent's rights as agent to the Secured Creditor of the Debtor pursuant to the Agency Agreement and applicable law. Pursuant to Section 9-620 of the New York Uniform Commercial Code (the "Code"), Agent is willing to accept the Collateral in full satisfaction of the Obligations on the terms and conditions set forth herein, and the Debtor hereby consents to Agent's acceptance of the Collateral in full

satisfaction of the Obligations. Capitalized terms used herein but not defined shall have the meanings given to such terms in the Security Agreement.

REDACTED

4. The Debtor has good, valid and marketable title to all of the Collateral free and clear of all liens, claims and encumbrances of any kind or nature, except liens, claims and encumbrances of the Secured Party and of The Monroe Fund LLC. All tangible assets that constitute the Collateral are free from material defects, have been maintained in accordance with normal industry practice, are in good operating condition and repair (subject to normal wear and tear) and are suitable for the purposes for which they presently are used and are proposed to be used. The Collateral constitute all assets used or useful in the business operations of the Debtor and include all assets (tangible and intangible), properties, interests in properties, rights, leases, licenses and other contracts necessary to enable the Debtor to carry on its business in the manner as presently conducted or presently proposed to be conducted.

5. Acceptance of Collateral. Upon execution and delivery of this Letter Agreement by the Debtor, the Debtor shall promptly surrender and turn over to Agent possession of the Collateral and/or the unqualified right to take possession of the Collateral. The Debtor shall permit Agent, by or through its designated officers, employees, other agents, designees or independent contractors (collectively, "Representatives"), to assume complete possession of the real property located at 3445 Winton Place, Suite 219, Rochester, New York 14623 (the "Premises") at which the Debtor's business is located (the "Surrender Time"). Such surrender and turnover of the Collateral by the Debtor, and Agent's acceptance of such Collateral, shall be deemed to be made to Agent in Agent's capacity as agent for the Secured Party pursuant to the Security Agreement and the Agency Agreement.

REDACTED

REDACTED

8. Collateral Proceeds. The Debtor acknowledges that the Collateral includes the proceeds of the Debtor's inventory and of the other Collateral, including without limitation, the Debtor's cash and cash equivalents and agrees that Agent has the right pursuant to the Security Agreement, the Agency Agreement and under the Code and other applicable law to collect and take possession of such proceeds (collectively, "Collateral Proceeds"). Immediately upon the execution and delivery of this Letter Agreement by the Debtor, (i) the Debtor shall transfer and deliver to Agent or any party designated by Agent (a "Designee") all Collateral Proceeds then in the Debtor's possession or subject to its control, together with all assignments, endorsements and instruments of transfer necessary to effect transfer to Agent or any Designee of such Collateral Proceeds, and (ii)

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SCHEDULE A-3  
TRADEMARKS AND SOFTWARE

REDACTED

Trademarks as follows:

- |                                   |                            |
|-----------------------------------|----------------------------|
| 1.) Trademark for eBidenergy.com. | Registration No.:2,585,793 |
| 2.) Trademark for PowerTrak.      | Registration No.:2,659,441 |
| 3.) Trademark for EnTreX.         | Registration No.:2,628,336 |
| 4.) Trademark for eNode.          | Registration No.:2,784,184 |