

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
Trillium Capital Partners LLC		02/28/2006	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	EnerNOC, Inc.		
Street Address:	75 Federal Street		
Internal Address:	Suite 300		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2585793	EBIDENERGY.COM	
Registration Number:	2659441	POWERTRAK	
Registration Number:	2628336	ENTREX	
Registration Number:	2784184	ENODE	
CORRESPONDENCE DATA			
Fax Number:	(617)443-0004		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(617)443-9292		
Email:	trademarks@bromsun.com		
Correspondent Name:	William J. Morris III		
Address Line 1:	125 Summer Street		
Address Line 4:	Boston, MASSACHUSETTS 02110-1618		
ATTORNEY DOCKET NUMBER:	2721/212, 213, 214, 215		

CH \$115.00 2585793

NAME OF SUBMITTER:	William J. Morris III
Signature:	/William J. Morris III/
Date:	07/18/2007
Total Attachments: 2 source=Bill of Sale re Trillium Capital Partners LLC and EnerNOC Inc#page1.tif source=Bill of Sale re Trillium Capital Partners LLC and EnerNOC Inc#page2.tif	

BILL OF SALE

THIS BILL OF SALE made as of February 28 2006, from TRILLIUM CAPITAL PARTNERS, LLC, a New York limited liability company having its principal office at 1221 Pittsford-Victor Road, Pittsford, New York 14534 (the "Seller") to ENERNOC, INC., having a principal place of business at 75 Federal Street, Suite 300, Boston, MA 02110 (the "Buyer").

WITNESSETH:

Seller, pursuant to this Bill of Sale for, and in consideration of the receipt of (i)

REDACTED

does hereby grant, bargain, sell, assign, convey, transfer and deliver unto the Buyer, its successors and assigns, all right, title and interest of Seller in, and to, the following properties and assets described in Schedule A attached hereto and made a part of this Bill of Sale (all such properties and assets, whether described above or on such Schedule A, being hereinafter called the "Property"), free and clear of all liens, security interests, encumbrances, or other claims in favor of any person, **SUBJECT TO THE INTERESTS OF OTHERS LISTED IN SCHEDULE B ATTACHED HERETO AND THE FOLLOWING TERMS AND CONDITIONS, TO WHICH THE BUYER SHALL BE BOUND UPON THE DELIVERY TO IT OF A COPY OF THIS BILL OF SALE EXECUTED BY THE SELLER:**

3. Title, Exclusion of Warranties, Etc. The Agent represents and warrants that it has in no way encumbered the good and marketable title in and to the Collateral and has in no way impaired the condition of the title to the Collateral as such was received by Agent from Debtor pursuant to the Agreement for Collateral Turnover and Acceptance of Collateral by Trillium Capital Partners LLC, dated February __, 2006 (the "Proposal"). Except as set forth in the preceding sentence, the Sale of the Property

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 |