

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
World Energy Alternatives, LLC		08/14/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	100 Federal Street		
<b>Internal Address:</b>	Bank of America, N.A.		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	National Association:		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2576892	WORLD ENERGY	
Registration Number:	2596380	WORLD ENERGY	
Registration Number:	2027453	ENVIRODIESEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-951-8084		
<b>Email:</b>	ashley.scibelli@bingham.com		
<b>Correspondent Name:</b>	Ashley B. Scibelli		
<b>Address Line 1:</b>	150 Federal Street		
<b>Address Line 2:</b>	Bingham McCutchen LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Ashley B. Scibelli		

OP \$90.00 2576892

Signature:

/Ashley B. Scibelli/

Date:

08/15/2007

**Total Attachments: 7**

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**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of August 14, 2007, is between **WORLD ENERGY ALTERNATIVES, LLC**, a Delaware limited liability company ("Borrower") and any Person which may become a party hereto from time to time (together with the Borrower, each individually a "Grantor", and collectively, the "Grantors"), and **BANK OF AMERICA, N.A.**, a national banking association, as Administrative Agent (hereinafter, in such capacity, the "Administrative Agent") for itself and the other lending institutions (hereinafter, collectively, the "Lenders") which are or may become parties to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or modified and in effect from time to time, the "Credit Agreement"), among Borrower, the Lenders and the Administrative Agent.

WITNESSETH:

**WHEREAS**, it is a condition precedent to the Lenders' making any Loans (as defined below) or otherwise extending credit to the Borrower and the L/C Issuer issuing, extending or renewing letters of credit for the benefit of the Borrower under the Credit Agreement that each Grantor executes and delivers to the Administrative Agent, for the benefit of the Lenders, that certain Security Agreement dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

**WHEREAS**, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Lenders, this Trademark Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. **Grant of Security Interest in Trademark Collateral.** Each Grantor hereby grants to Administrative Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its trademarks, service marks, trade names (each a "Trademark") and any license relating to Trademark (each a "Trademark License") to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other general intangibles with respect to the foregoing;

(c) all reissues, continuations, extensions, modifications and renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark License.

3. **Security for Obligations.** This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by such Grantor to the Administrative Agent and the Lenders, whether or not they are unenforceable or not allowable due to the existence of any proceeding under any Debtor Relief Law involving such Grantor.

4. **Security Agreement.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. **Authorization to Supplement.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Such Grantor shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting such Grantor's obligations under this Section 5, each Grantor hereby authorizes the Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

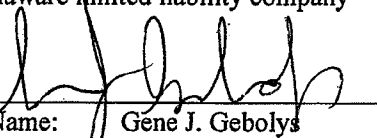
7. **Construction.** Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on

such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

*[Remainder of page intentionally left blank.]*

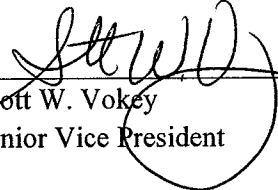
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its Responsible Officer as of the date first set forth above.

**WORLD ENERGY ALTERNATIVES, LLC,**  
a Delaware limited liability company

By:   
Name: Gene J. Gebolys  
Title: Manager


**ACCEPTED AND ACKNOWLEDGED BY:**

BANK OF AMERICA, N.A., as  
Administrative Agent

By:   
Name: Scott W. Vokey  
Title: Senior Vice President

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>Reg Date</b>
USA		2576892	06/04/2002
USA	WORLD ENERGY	2596380	07/16/2002
USA	ENVIRODIESEL	2027453	12/31/1996 Renewed: 12/31/2006



**Trade Names**

None.

**Common Law Trademarks**

None.

**Trademarks Not Currently In Use**

None.

**Trademark Licenses**

None.