

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NWP SERVICES CORPORATION		04/18/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ORIX VENTURE FINANCE LLC
Street Address:	245 PARK AVENUE, 19TH FLOOR
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	78968996	RESIDENT ONEBILL
Serial Number:	78825871	ABREEZE
Serial Number:	78210831	EIS+
Serial Number:	78156987	NWP SERVICES CORPORATION
Serial Number:	78130172	NATIONAL WATER & POWER
Serial Number:	78129998	NW&P

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: Oleh.Hereliuk@federalresearch.com
Correspondent Name: CBCInnovis dba Federal Research
Address Line 1: 1023 Fifteenth Street, NW, Ste 401
Address Line 2: attn: Oleh Hereliuk
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

CH \$165.00 78968996

ATTORNEY DOCKET NUMBER:	415580
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	06/12/2008

Total Attachments: 9
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SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
RESIDENT ONEBILL	78968996	9-7-06
ABREEZE	78825871	2-28-06
EIS+	78210831	2-4-03
NWP SERVICES CORPORATION	78156987	8-22-02
NATIONAL WATER & POWER	78130172	5-21-02
NW&P	78129998	5-21-02

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 18, 2008 by and between **ORIX Venture Finance LLC** ("ORIX") and **NWP Services Corporation**, a Delaware corporation ("Grantor"), with reference to the following facts:

A. ORIX and Grantor are parties to that certain Loan and Security Agreement dated on or about the date hereof (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to ORIX a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to ORIX a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections (other than intent-to-use trademark applications until such time that a statement of use has been filed and accepted with the applicable trademark office), and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all rights of Grantor as a licensee under any and all license agreements, including, without limitation, with respect the license agreement with Accenture as licensor, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured

Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

Address of Grantor:

22 Executive Park
Irvine, California 92614

NWP Services Corporation

By 
Title VP Controller

Address of ORIX:

245 Park Avenue, 19th Floor
New York, NY 10167
Attention: Mr. Kevin Sheehan

ORIX Venture Finance LLC

By _____
Kevin P. Sheehan,
President and CEO

Form: Version-1

[Signature Page to Intellectual Property Security Agreement]

Address of Grantor:

NWP Services Corporation

22 Executive Park
Irvine, California 92614

By _____
Title _____

Address of ORIX:

ORIX Venture Finance LLC

245 Park Avenue, 19th Floor
New York, NY 10167
Attention: Mr. Kevin Sheehan

By Kevin P. Sheehan
Kevin P. Sheehan,
President and CEO

Form: Version-1

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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NW&P	78129998	5-21-02

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		

SCHEDULE C

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NW&P technologies next gen module I	TXu-923-078	10-15-99