

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Current, LP		03/29/2007	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	Hillwood Energy Capital Ltd.
Street Address:	5430 LBJ
Internal Address:	Suite 800
City:	Dallas
State/Country:	TEXAS
Postal Code:	75240
Entity Type:	LIMITED PARTNERSHIP: TEXAS

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	77180763	CURRENT ENERGY
Serial Number:	77185931	CURRENT ENERGY
Serial Number:	77021983	CURRENT ENERGY
Serial Number:	77242964	ITS EASY TO BE GREEN
Serial Number:	77185947	ITS EASY TO BE GREEN
Serial Number:	77180772	
Serial Number:	77185934	
Serial Number:	77021919	C
Serial Number:	77180781	THE WORLD'S FIRST ENERGY EFFICIENCY STORE
Serial Number:	77185939	THE WORLD'S FIRST ENERGY EFFICIENCY STORE
Serial Number:	77180788	WE'LL PLUG YOU IN
Serial Number:	77185944	WE'LL PLUG YOU IN

CH \$315.00 77180763

CORRESPONDENCE DATA

Fax Number: (214)200-0853
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214.651.5248
Email: susan.myers@haynesboone.com
Correspondent Name: Haynes and Boone, LLP
Address Line 1: 901 Main Street
Address Line 2: Suite 3100
Address Line 4: Dallas, TEXAS 75202-3789

ATTORNEY DOCKET NUMBER:	35687.18
NAME OF SUBMITTER:	David A. Bell
Signature:	/David A. Bell/
Date:	06/17/2008

Total Attachments: 15
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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "*Agreement*"), dated as of March 29, 2007, is made by Current, LP, a Texas limited partnership (the "*Company*"), in favor of Hillwood Energy Capital Ltd., a Texas limited partnership ("*Secured Party*").

WITNESSETH:

A. The Company may from time to time be indebted to Secured Party pursuant to that certain Promissory Note, dated as of the date hereof, by and between the Company and Secured Party (herein referred to, together with all modifications, amendments, restatements, or supplements thereof, as the "*Note*").

B. As a condition precedent to the making of advances under the Note, Grantor is required to execute and deliver this Agreement.

C. Grantor is entering into this Agreement (as it may be amended, restated or modified from time to time) in order to, among other things, induce Secured Party to enter into and extend credit to the Company under the Note for which Grantor will receive significant benefit.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees, for the benefit of Secured Party, as follows:

SECTION 1

DEFINITIONS

1.1 **Note Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Security Agreement, including its preamble and recitals, have the meanings provided in the Note.

1.2 **Certain Terms.** The following terms when used in this Security Agreement, including its preamble and recitals, shall have the following meanings (such definitions to be equally applicable to the singular and plural forms thereof):

"*Code*" means the Uniform Commercial Code, as in effect in the State of Texas.

"*Computer Hardware and Software Collateral*" means:

(a) all computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories, and all peripheral devices and other related computer hardware;

(b) all software programs (including both source code, object code, and all related applications and data files), whether now owned, licensed, or leased or hereafter acquired by Grantor, designed for use on the computers and electronic data processing hardware described in *clause (a)* above;

(c) all firmware associated therewith;

(d) all documentation (including flow charts, logic diagrams, manuals, guides, and specifications) with respect to such hardware, software, and firmware described in the preceding *clauses (a) through (c)*; and

(e) all rights with respect to all of the foregoing, including, without limitation, any and all copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvements rights, renewal rights, and indemnifications and any substitutions, replacements, additions, or model conversions of any of the foregoing.

“Event of Default” means the occurrence of a Default as defined in the Note.

“Intellectual Property” means the copyrights, copyright licenses, patents, patent applications, letters patent, patent licenses, trademarks and trademark licenses (including any reissues, renewals and extensions of the foregoing) and the Computer Hardware and Software Collateral now or hereafter acquired by Grantor, including any common law and statutory trade secrets and all other confidential or proprietary or useful information and all know-how obtained by or used in or contemplated at any time for use in the business of Grantor, whether or not such trade secrets have been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such trade secrets, all trade secret licenses and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any trade secret and for the breach or enforcement of any such trade secret license.

“Pledged Interests” means 100% of all equity interests now or in the future issued by each present and future subsidiary of Grantor.

1.3 Code Definitions. All terms defined in the Code and not otherwise defined herein have the meanings assigned to them in the Code.

SECTION 2

SECURITY INTEREST

2.1 Grant of Security. Grantor hereby assigns and pledges to Secured Party, and hereby grants to Secured Party, a security interest in all of the following, whether now or hereafter existing or acquired (the **“Collateral”**):

(a) all equipment in all of its forms of Grantor, wherever located, including all machinery, manufacturing, distribution, selling, data processing and office equipment, assembly systems, tools, molds, dies, fixtures, appliances, furniture, furnishings, vehicles, vessels, aircraft, aircraft engines, trade fixtures, and other tangible personal property (other than Inventory), and all parts thereof and all accessions, additions, attachments, improvements,

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substitutions, and replacements thereto and therefor (any and all of the foregoing being the "**Equipment**");

(b) all inventory in all of its forms of Grantor, wherever located, including:

(i) all goods, merchandise, and other personal property furnished or to be furnished under any contract of service or intended for sale or lease, all consigned goods and other items which have previously constituted Equipment but are then currently being held for sale or lease in the ordinary course of Grantor's business, all raw materials and work in process therefor, finished goods thereof, and all other materials and supplies of any kind, nature or description used or consumed in the manufacture, production, packing, shipping, advertising, finishing, or sale thereof;

(ii) all goods in which Grantor has an interest in mass or a joint or other interest or right of any kind (including goods in which Grantor has an interest or right as consignee); and

(iii) all goods which are returned to or repossessed by Grantor;

and all accessions thereto, products thereof, and documents therefore (any and all such inventory, materials, goods, accessions, products, and documents being the "**Inventory**");

(c) all Pledged Interests, accounts, chattel paper, documents, and instruments of Grantor, whether or not arising out of or in connection with the sale or lease or other disposition of goods or the rendering of services, and all rights of Grantor now or hereafter existing in and to all security agreements, guaranties, leases, and other contracts securing or otherwise relating to any such accounts, contracts, contract rights, chattel paper, documents, instruments, and general intangibles (any and all such accounts, contracts, contract rights, chattel paper, documents, instruments, and general intangibles being the "**Receivables**," and any and all such security agreements, guaranties, leases, and other contracts being the "**Related Contracts**");

(d) all Intellectual Property of Grantor;

(e) in addition to general intangibles which may be included within Intellectual Property, all contracts, contract rights, and general intangibles of Grantor, including without limitation all tax refunds, claims, causes of action, judgments, franchises, permits, licenses, supply contracts, purchase contracts, and agreements (collectively, "**General Intangibles**");

(f) all books, records, writings, data bases, information, and other property relating to, used or useful in connection with, evidencing, embodying, incorporating, or referring to, any of the foregoing in this **Section 2.1**;

(g) all of Grantor's other property and rights of every kind and description and interests therein; and

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(h) all products, offspring, rents, issues, profits, returns, income, and proceeds of and from any and all of the foregoing Collateral (including proceeds which constitute property of the types described in *clauses (a), (b), (c), (d), (e), (f), and (g)*, proceeds deposited from time to time in the Collateral Account, and in any lock boxes of Grantor, and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty, or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral.

2.2 Security for the Obligation. This Security Agreement secures the payment of the Obligation, including, without limitation, all obligations now or hereafter existing under the Note, this Security Agreement, and each of the other Loan Documents to which Grantor is or may become a party, whether for principal, interest, costs, fees, expenses, or otherwise (including all such amounts which would become due but for the operation of the automatic stay under *Section 362(a)* of the *United States Bankruptcy Code, 11 U.S.C. § 362(a)*, and the operation of *Sections 502(b)* and *506(b)* of the *United States Bankruptcy Code, 11 U.S.C. §§ 502(b)* and *506(b)*) (all of the foregoing, together with all renewals, extensions and modifications of all or any part thereof, being the "*Secured Indebtedness*").

2.3 Continuing Security Interest. This Security Agreement shall create a continuing security interest in the Collateral and shall:

(a) remain in full force and effect until payment in full of the Secured Indebtedness;

(b) be binding upon Grantor, its successors, transferees, and assigns; and

(c) inure, together with the rights and remedies hereunder, to the benefit of Secured Party.

Upon the payment in full of the Secured Indebtedness, the security interest granted herein shall terminate and all rights to the Collateral shall revert to Grantor. Upon any such termination, Secured Party will, at Grantor's sole expense, execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

2.4 Grantor Remains Liable. Anything herein to the contrary notwithstanding:

(a) Grantor shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein, and shall perform all of its duties and obligations under such contracts and agreements to the same extent as if this Security Agreement had not been executed;

(b) the exercise by Secured Party of any of its rights hereunder shall not release Grantor from any of its duties or obligations under any such contracts or agreements included in the Collateral; and

(c) Secured Party shall have no obligation or liability under any such contracts or agreements included in the Collateral by reason of this Security Agreement, nor shall Secured Party be obligated to perform any of the obligations or duties of Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 3

REPRESENTATIONS AND WARRANTIES

Grantor hereby represents and warrants to Secured Party as follows:

3.1 Location of Collateral, etc. All of the Equipment and Inventory of Grantor is located at the places specified in *Item A* of *Schedule I* hereto, except for Inventory in transit in the ordinary course of Grantor's business; *provided, however*, that Inventory and Equipment may be moved to other locations in accordance with *Section 4.1*. All of the Inventory which is imported from a location outside the United States arrives at one of the ports or locations specified in *Item A* of *Schedule I* hereto. None of the Equipment and Inventory has, within the four (4) months preceding the date of this Security Agreement, been located at any place other than the places specified in *Item A* of *Schedule I* hereto. Each location of Equipment or Inventory which is subject to a lease, sublease, mortgage, or similar instrument is described as such in *Item A* of *Schedule I* hereto and Grantor shall, upon the request of Secured Party, provide Secured Party with the name and address of each lessor, sublessor, lessee, sublessee, and/or mortgagee (other than Grantor) with respect to any or all such locations. All of the lock boxes of Grantor are located at the places specified in *Item B* of *Schedule I* hereto. The place(s) of business and chief executive office of Grantor and the office(s) where Grantor keeps its records concerning the Receivables, are located at the addresses specified in *Item C* of *Schedule I* hereto. Grantor has no trade names other than "Current Energy." Grantor has not been known by any legal name different from the one set forth on the signature page hereto. Grantor has not been the subject of any merger or other corporate reorganization. Grantor is not a party to any Federal, state, or local government contract.

3.2 Ownership, No Liens, etc. Grantor has good and marketable title to the Collateral and Grantor is the legal and beneficial owner of the Collateral and owns the Collateral free and clear of any Lien, security interest, charge, or encumbrance except for the security interest evidenced by Uniform Commercial Code Financing Statement File No. 06-0027123415, filed on August 11, 2005, in favor of PlainsCapital Bank, the security interest created by this Security Agreement and except as permitted by the Note. No effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office, except as set forth in the immediately preceding sentence.

3.3 Possession and Control. Other than consigned Inventory, Grantor has exclusive possession and control of the Equipment and Inventory.

3.4 Negotiable Documents, Instruments and Chattel Paper. Grantor has, contemporaneously herewith, delivered to Secured Party possession of all originals of all

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negotiable documents, instruments, and chattel paper currently owned or held by Grantor (duly endorsed in blank, if requested by Secured Party).

3.5 Intellectual Property. With respect to any Intellectual Property, other than Intellectual Property with negligible economic value:

(a) such Intellectual Property is valid and subsisting and has not been adjudged invalid or unenforceable, in whole or in part;

(b) Grantor has made all necessary filings and recordations to protect its interest in such Intellectual Property, including, without limitation, recordations of all of its interests therein in the United States Patent and Trademark Office and in corresponding offices throughout the world (where appropriate) and its claims to the Intellectual Property in the United States Copyright Office and in corresponding offices throughout the world (where appropriate);

(c) Grantor is the exclusive owner of the entire and unencumbered right, title, and interest in and to such Intellectual Property and (except as disclosed in the Note or in *Section 3.2* hereof) no claim has been made that the use of such Intellectual Property does or may violate the asserted rights of any third party; and

(d) Grantor has performed and will continue to perform all acts and has paid and will continue to pay all required fees and taxes to maintain each and every item of Intellectual Property in full force and effect throughout the world, as applicable.

3.6 Validity, etc. Except as set forth in *Section 3.2*, this Security Agreement creates a valid first priority security interest in the Collateral, securing the payment of the Secured Indebtedness, and all filings and other actions necessary or desirable to perfect and protect such security interest have been duly made or taken.

3.7 Authorization, Approval, etc. No authorization, approval, or other action by, and no notice to or filing with, any Governmental Authority is required either:

(a) for the grant by Grantor of the security interest granted hereby or for the execution, delivery and performance of this Security Agreement by Grantor; or

(b) for the perfection of or the exercise by Secured Party of its rights and remedies hereunder.

3.8 Compliance with Laws. Grantor is unaware of any violation, and has received no notice of a violation of any applicable laws (including, without limitation, the provisions of the *Fair Labor Standards Act*), rules, regulations, and orders of every Governmental Authority, the non-compliance with which could have a Material Adverse Effect.

3.9 Taxes. All taxes, assessments, and other charges levied against the Collateral have been paid in full.

SECTION 4 COVENANTS

Grantor covenants and agrees that, so long as any portion of the Secured Indebtedness shall remain unpaid, Grantor will, unless Secured Party shall otherwise consents in writing, perform the obligations set forth in this *Section 4*.

4.1 As to Equipment and Inventory. Grantor hereby agrees that it shall:

(a) keep all the Equipment and Inventory (other than Inventory in transit and Inventory sold in the ordinary course of business) at the places therefor specified in *Section 3.1* or, upon thirty (30) days' prior written notice to Secured Party, at such other places in a jurisdiction where all representations and warranties set forth in *Section 3* (including *Section 3.6*) shall be true and correct, and all action required pursuant to *Section 4.7* shall have been taken with respect to the Equipment and Inventory;

(b) with respect to any Equipment or Inventory in the possession or control of any Third Party or any of Grantor's agents, notify such Third Party or agent of Secured Party's security interest in such Equipment or Inventory and, upon Secured Party's request following the occurrence and during the continuance of an Event of Default, direct such Third Party or agent to hold all such Equipment or Inventory for Secured Party's account and subject to Secured Party's instructions;

(c) cause the Equipment to be maintained and preserved in the same condition, repair, and working order as when new, ordinary wear and tear excepted, and in accordance with any manufacturer's manual; and forthwith, or in the case of any loss or damage to any of the Equipment, as quickly as practicable after the occurrence thereof, make or cause to be made all repairs, replacements, and other improvements in connection therewith which are necessary or desirable to such end; and promptly furnish to Secured Party a statement respecting any loss or damage to any of the Equipment; and

(d) pay promptly when due all property and other taxes, assessments, and governmental charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, the Equipment and Inventory, except to the extent the validity thereof is being contested in good faith by appropriate proceedings and for which adequate reserves have been set aside.

4.2 As to Receivables. Grantor shall keep its place(s) of business and chief executive office and the office(s) where it keeps its records concerning the Receivables, and all originals of all chattel paper which evidence Receivables, located at the addresses set forth in *Item C of Schedule I* hereto, or, upon thirty (30) days' prior written notice to Secured Party, at

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such other locations in a jurisdiction where all actions required by *Section 4.7* shall have been taken with respect to the Receivables; not change its name except upon thirty (30) days' prior written notice to Secured Party; hold and preserve such records and chattel paper; and permit representatives of Secured Party at any time during normal business hours to inspect and make abstracts from such records and chattel paper.

4.3 As to all Collateral. Until such time as Secured Party shall notify Grantor of the revocation of such power and authority Grantor (i) may in the ordinary course of its business, at its own expense, sell, lease, or furnish under the contracts of service any of the Inventory normally held by Grantor or any Third Party for such purpose, and use and consume, in the ordinary course of its business, any raw materials, work in process, or materials normally held by Grantor or any Third Party for such purpose, (ii) will, at its own expense, endeavor to collect, as and when due, all amounts due with respect to any of the Collateral, including the taking of such action with respect to such collection as Secured Party may reasonably request or, in the absence of such request, as Grantor may deem advisable, and (iii) may grant, in the ordinary course of business, to any party obligated on any of the Collateral, any rebate, refund, or allowance to which such party may be lawfully entitled, and may accept, in connection therewith, the return of goods, the sale or lease of which shall have given rise to such Collateral. Secured Party, however, may, at any time, whether before or after any revocation of such power and authority or the maturity of any of the Secured Indebtedness, notify any parties obligated on any of the Collateral to make payment to Secured Party of any amounts due or to become due thereunder and enforce collection of any of the Collateral by suit or otherwise and surrender, release, or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder or evidenced thereby. Upon the request of Secured Party, Grantor will, at its own expense, notify any parties obligated on any of the Collateral to make payment to Secured Party of any amounts due or to become due thereunder.

4.4 As to Intellectual Property. Grantor shall not, unless Grantor shall either reasonably and in good faith determine (and notice of such determination shall have been delivered to Secured Party) that any of the Intellectual Property is of negligible economic value to Grantor, do or permit any act or knowingly omit to do any act whereby any of the Intellectual Property may lapse or become invalid or unenforceable or placed in the public domain except upon expiration of the end of an unrenovable term of a registration thereof. Grantor shall notify Secured Party immediately if it knows, or has reason to know, that any application or registration relating to any material item of the Intellectual Property may become abandoned or dedicated to the public or placed in the public domain or invalid or unenforceable, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Copyright Office regarding Grantor's ownership of any of the Intellectual Property, its right to register the same or to keep and maintain and enforce the same. Upon request of Secured Party, Grantor shall execute and deliver any and all agreements, instruments, documents, and papers as Secured Party may reasonably request to evidence Secured Party's security interest in Grantor's Intellectual Property and the goodwill and general intangibles of Grantor relating thereto or represented thereby. Grantor shall take all necessary steps, including in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or

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agency in any other country or any political subdivision thereof, to maintain and pursue any application (and to obtain the relevant registration) filed with respect to, and to maintain any registration of, the Collateral, including the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings and the payment of fees and taxes (except to the extent that dedication, abandonment or invalidation is permitted hereunder.

4.5 Insurance. Grantor will maintain, and will cause each of its subsidiaries to maintain, insurance with respect to the Equipment and Inventory with companies acceptable to Secured Party. Such insurance shall be in an amount not less than the fair market value of the Equipment and Inventory and shall be against such casualties, with such deductible amounts as Secured Party shall approve. All insurance policies shall be written for the benefit of Grantor and Secured Party, as their interest may appear, payable to Secured Party as loss payee, or in other forms satisfactory to Secured Party, and such policies or certificates evidencing the same shall be furnished to Secured Party. All policies of insurance shall provide for written notice to Secured Party at least thirty (30) days prior to cancellation. If there is no Event of Default and the destroyed or damaged Equipment and Inventory can be replaced for a similar value to its original purchase price, Secured Party shall pay or reimburse Grantor from the insurance proceeds for the reasonable cost of repair or restoration, and Grantor shall provide Secured Party with proof of such expenditures.

4.6 Transfers and Other Liens. Grantor shall not:

(a) sell, assign (by operation of law or otherwise), or otherwise dispose of any of the Collateral, except Inventory in the ordinary course of business or as permitted by the Note; or

(b) create or suffer to exist any Lien or other charge or encumbrance upon or with respect to any of the Collateral to secure Indebtedness of any Person or entity, except for the security interest created by this Security Agreement and except as permitted by the Note.

4.7 Further Assurances, etc. Grantor agrees that, from time to time at its own expense, Grantor will promptly execute and deliver all further instruments and documents, and take all reasonable action, that may be necessary, or that Secured Party may reasonably request, in order to perfect, preserve, and protect any security interest granted or purported to be granted hereby or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, Grantor will:

(a) execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices (including, without limitation, any assignment of claim form under or pursuant to the federal assignment of claims statute, 31 U.S.C. § 3726, any successor or amended version thereof or any regulation promulgated under or pursuant to any version thereof), as may be necessary or desirable, or as Secured Party may request, in order to perfect and preserve the security interests and other rights granted or purported to be granted to Secured Party hereby; and

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(b) furnish to Secured Party, from time to time at Secured Party's request, statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Secured Party may reasonably request, all in reasonable detail.

With respect to the foregoing and the grant of the security interest hereunder, Grantor hereby authorizes Secured Party to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of Grantor where permitted by law. A carbon, photographic or other reproduction of this Security Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

SECTION 5

REMEDIES

5.1 Certain Remedies. If any Event of Default shall have occurred and be continuing and such Event of Default is not cured within twenty days following written notice and opportunity to cure:

(a) Secured Party may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Code (whether or not the Code applies to the affected Collateral) and also may:

(i) require Grantor to, and Grantor hereby agrees that it will, at its expense and upon request of Secured Party forthwith, assemble all or part of the Collateral as directed by Secured Party and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties; and

(ii) sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as Secured Party may deem commercially reasonable. Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' prior notice to Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) In addition to and without limiting the rights of Secured Party under *Section 5.2* below, all cash proceeds received by Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of Secured Party, be held by Secured Party as collateral for, and/or then or at any time thereafter applied (after

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payment of any amounts payable to Secured Party pursuant to *Section 5.2*) in whole or in part by Secured Party against, all or any part of the Secured Indebtedness in such order as Secured Party shall elect. Any surplus of such cash or cash proceeds held by Secured Party and remaining after payment in full of all the Secured Indebtedness shall be paid over to Grantor or to whomsoever may be lawfully entitled to receive such surplus.

5.2 [INTENTIONALLY DELETED]

5.3 Indemnity and Expenses.

(a) Grantor agrees to indemnify Secured Party from and against any and all claims, losses, and liabilities arising out of or resulting from this Security Agreement (including, without limitation, enforcement of this Security Agreement), except claims, losses or liabilities resulting from Secured Party's gross negligence or willful misconduct. **WITHOUT LIMITATION, THE FOREGOING INDEMNITY SHALL APPLY TO EACH INDEMNIFIED PERSON WITH RESPECT TO MATTERS WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF THE NEGLIGENCE OF SUCH INDEMNIFIED PERSON.**

(b) Grantor will upon demand pay to Secured Party the amount of any and all reasonable expenses, including the reasonable fees and disbursement of its counsel and of any experts and agents, which Secured Party may incur in connection with:

- (i) the administration of this Security Agreement;
- (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral;
- (iii) the exercise or enforcement of any of the rights of Secured Party hereunder; or
- (iv) the failure by Grantor to perform or observe any of the provisions hereof.

5.4 Rights Cumulative. The rights, titles, interests, liens, and securities of Secured Party hereunder shall be cumulative of all of the securities, rights, titles, interests, or liens which Secured Party may now or at any time hereafter hold securing the payment of the Secured Indebtedness, or any part thereof.

SECTION 6

MISCELLANEOUS PROVISIONS

6.1 Loan Document. This Security Agreement is a Loan Document executed pursuant to the Note and shall (unless otherwise expressly indicated herein) be construed, administered, and applied in accordance with the terms and provisions thereof.

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6.2 Amendments. No change, amendment, modification, cancellation, or discharge of any provision of this Security Agreement shall be valid *unless* consented to in writing by the party or parties against whom enforcement thereof is sought (subject to the terms of the Note).

6.3 Notices. Any notices or other communications required or permitted to be given by this Security Agreement or any other documents and instruments referred to herein must be in writing and given in accordance with *Section 16* of the Note.

6.4 Headings. The headings of sections herein are inserted only for convenience and shall in no way define, describe, or limit the scope or intent of any provision of this Security Agreement.

6.5 Limitation. Regardless of any provisions contained in this Security Agreement, the Note or any other notes, or other evidences of the Secured Indebtedness, or other instruments executed or delivered in connection therewith, Secured Party shall not be entitled to receive, collect, or apply, as interest on the Secured Indebtedness, any amount in excess of the highest lawful rate and, in the event that Secured Party ever receives, collects, or applies, as interest, any such excess, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance of the Secured Indebtedness, and if the principal balance of the Secured Indebtedness is paid in full, any remaining excess shall be forthwith paid to Grantor. In determining whether or not the interest paid or payable, under any specific contingency, exceeds the highest lawful rate, Grantor and Secured Party shall, to the maximum extent permitted under applicable law, (a) characterize any non-principal payment as an expense, fee, or premium rather than as interest, (b) exclude voluntary prepayments and the effects thereof, and (c) "*spread*" the total amount of interest throughout the entire term of the Note so that the interest rate is uniform throughout the entire term of the Note.

6.6 Assignment of Secured Party's Rights. Secured Party shall have the right to assign all or any portion of its rights under this Security Agreement to any subsequent holder or holders of the Secured Indebtedness.

6.7 Parties in Interest. As and when used herein, the term "*Grantor*" shall mean and include Grantor herein named and its successors and permitted assigns, and the term "*Secured Party*" shall mean and include Secured Party herein named and its successors and assigns, and all covenants and agreements herein shall be binding upon and inure to the benefit of Grantor and Secured Party and their respective assigns, *provided that* Grantor shall have no right to assign its rights hereunder to any other Person.

6.8 Applicable Laws. THIS SECURITY AGREEMENT AND ALL ISSUES AND CLAIMS ARISING IN CONNECTION WITH OR RELATING TO THE SECURED INDEBTEDNESS, INCLUDING BUT WITHOUT LIMITATION, ALL CONTRACT, TORT, EQUITY, OR OTHER CLAIMS OR COUNTERCLAIMS SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (WITHOUT CONSIDERATION OF ITS CONFLICTS OF LAWS

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RULES) AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA. If any provision of this Security Agreement is held to be invalid or unenforceable, the validity and enforceability of the other provisions of this Security Agreement shall remain unaffected.

6.9 Entirety. This Security Agreement and the Note embody the final, entire agreement among Grantor and Secured Party with respect to the pledge and assignment of the Collateral and the other matters addressed herein and therein, and supersede any and all prior commitments, agreements, representations, and understandings, whether written or oral, relating to the subject matter hereof and thereof, and may not be contradicted or varied by evidence of prior, contemporaneous, or subsequent oral agreements or discussions of the parties hereto. There are no oral agreements among the parties hereto.

6.10 WAIVER OF TRIAL BY JURY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR HEREBY IRREVOCABLY AND EXPRESSLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, OR THE ACTIONS OF SECURED PARTY IN THE NEGOTIATION, ADMINISTRATION, OR ENFORCEMENT HEREOF OR THEREOF.

6.11 Waiver of Certain Claims. Grantor hereby waives any right or claim to consequential or punitive damages arising out of or relating to this Security Agreement or any of the other Loan Documents or the transactions contemplated hereby or thereby, or the actions of Secured Party in the negotiation, administration, or enforcement hereof or thereof.

6.12 Authorization to File Financing Statements. Grantor hereby irrevocably authorizes Secured Party at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of Grantor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the State or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by part 5 of Article 9 of the Uniform Commercial Code of the State for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Grantor is an organization, the type of organization, and any organization identification number issued to Grantor. Grantor agrees to furnish any such information to Secured Party promptly upon request.

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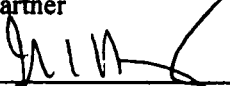
IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR

CURRENT, LP,
a Texas limited partnership

By: Current GP, LLC
a Texas limited liability company
its General Partner

By:


Name: JOSEPH L HAESSEL
Title: MANAGER

Signature Page to Security Agreement

Schedule I

Item A

5440 Harvest Hill Road
Suite 100
Dallas, Texas 75230

3103 Knox Street
Dallas, Texas 75205

Item B (Lockboxes)

Item C (Executive Office)

5440 Harvest Hill Road
Suite 100
Dallas, Texas 75230