

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Enertech Capital Partners II L.P.		08/26/2004	LIMITED PARTNERSHIP:
ECP II Interfund L.P.		08/26/2004	LIMITED PARTNERSHIP:
Hydro-Quebec Capitech Inc.		08/26/2004	CORPORATION:
Exelon Enterprises Management, Inc.		08/26/2004	CORPORATION:
Enertech Capital Partners L.P.		08/26/2004	LIMITED PARTNERSHIP:
Enertech Capital Holding Company L.P.		08/26/2004	LIMITED PARTNERSHIP:
David P. Kelly		08/26/2004	INDIVIDUAL:

**RECEIVING PARTY DATA**

<b>Name:</b>	ENERWISE GLOBAL TECHNOLOGIES INC.
<b>Street Address:</b>	511 Schoolhouse Road
<b>Internal Address:</b>	Suite 200
<b>City:</b>	Kennett Square
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19348
<b>Entity Type:</b>	CORPORATION:

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2191335	ENERWISE
Registration Number:	2285369	ENERWISE
Serial Number:	75922715	POWERED BY DATAPULT

**CORRESPONDENCE DATA**

Fax Number: (404)572-5134  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 404-572-2884

CH \$90.00 2191335

Email: swigmore@kslaw.com  
Correspondent Name: King & Spalding LLP  
Address Line 1: 1180 Peachtree Street, NE  
Address Line 2: Steven P. Wigmore/34th Floor  
Address Line 4: Atlanta, GEORGIA 30309-3521

ATTORNEY DOCKET NUMBER:	10143.100001
NAME OF SUBMITTER:	Steven P. Wigmore
Signature:	/SPW/
Date:	11/03/2008

**Total Attachments: 47**

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY  
NOVEMBER 3, 2008

NOW, THEREFORE, for good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in connection with the Letter of August 26, 2004 Extinguishing the Security Interests which were created by the Securities Purchase Agreement of April 10, 2003, and in connection with the Series C Stock Purchase Agreement of August 26, 2004, the seven Secured Parties of:

- (1) Enertech Capital Partners II L.P.;
- (2) ECP II Interfund L.P.;
- (3) Hydro-Quebec Capitech Inc.;
- (4) Exelon Enterprises Management, Inc.;
- (5) Enertech Capital Partners L.P.;
- (6) Enertech Capital Holding Company L.P.; and
- (7) David P. Kelly

release ENERWISE GLOBAL TECHNOLOGIES INC., 511 SCHOOLHOUSE ROAD, SUITE #200, KENNETT SQUARE, PENNSYLVANIA 19348, the Borrower, from the Securities Purchase Agreement of April 10, 2003.

The Borrower has been authorized to prepare and file this Release according to page 3, paragraph number 3 of the Letter of August 26, 2004 Extinguishing the Security Interests.

The seven Secured Parties have released to the Borrower, the entire right, title, and interest in and to all intellectual property listed in the attached Schedule A. With respect to any patent rights and trade secret rights associated with the property listed in Schedule A, the seven Secured Parties have released to the Borrower, the entire right, title, and interest in and to all inventions and improvements disclosed and described in any Letters Patent, and to any reissue and other applications therefore, and for its legal representatives and assigns, to the full end of the term for which any Letters Patent is granted, as fully and entirely as the same would have been held by the Secured Party had this release had not been made.

For the same consideration, the seven Secured Parties, by these presents, does release to the Borrower the full, exclusive, and entire right, title, and interest in and to any foreign patent application or patent applications corresponding to any Letters Patent, in whole or in part, in countries other than the United States, in and to any Letters Patent and similar protective rights granted on said foreign patent applications, and in and to the right to claim any applicable priority rights arising from or required for said foreign patent applications under the terms of any applicable conventions, treaties, statutes, or regulations; said foreign patent applications to be filed and issued in the name of the Borrower or its designee insofar as permitted by applicable law.

With respect to any trademark rights associated with the property listed in Schedule A, the seven Secured Parties have released to the Borrower, the entire right, title, and interest in all proprietary rights and control of the Marks, including any goodwill or other value generated in connection with the use of any of the Marks.

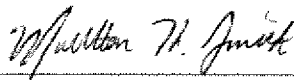
For the same consideration, the seven Secured Parties, by these presents, does release to the Borrower the full, exclusive, and entire right, title, and interest in and to any foreign trademark application or trademark applications corresponding to any Mark, in whole or in part,

in countries other than the United States, in and to any Mark and similar protective rights granted on said foreign trademark applications, and in and to the right to claim any applicable priority rights arising from or required for said foreign trademark applications under the terms of any applicable conventions, treaties, statutes, or regulations; said foreign trademark applications to be filed and registered in the name of the Borrower or its designee insofar as permitted by applicable law.

The seven Secured Parties have not assigned any claims or obligations covered by this Release to any other party. This Release is binding and benefits any successors in interest to the Borrower.

The undersigned has caused this Release to be executed by a duly authorized officer of the Borrower on this Third day of November 2008.

Enerwise Global Technologies, Inc.



---

Matthew H. Smith  
Secretary

Attachments: Schedule A - Listing of Released Intellectual Property  
Letter of August 26, 2004 Extinguishing Security Interests  
Series C Stock Purchase Agreement of August 26, 2004

**Release - Schedule A**  
**Patent Applications/Issued Patents - Enerwise Global Technologies, Inc.**

Application No.	Filing Date	Title	Status	Pub. No./Pat. No.	Pub Date/ Pat Date
2,343,468	4/5/2001	Computer Assisted and/or Implemented Process and Architecture for Web-Based Monitoring of Energy Related Usage, and Client Accessibility Therefor	Pending		
60/080,604	4/03/1998	Computer Assisted and/or Implemented Process and Architecture for Web-Based Monitoring of Energy Related Usage, and Client Accessibility Therefor	Expired		
09/222,787	12/30/1998	Computer Assisted and/or Implemented Process and Architecture for Web-Based Monitoring of Energy Related Usage, and Client Accessibility Therefor	Patented	6,618,709	09/09/2003
US01/11676	4/10/2001	Computer Assisted and/or Implemented Process and Architecture for Web-Based Monitoring of Energy Related Usage, and Client Accessibility Therefor	Published	02/084558	10/24/2002
2383801	4/26/2002	Computerized Utility Cost Estimation Method and System	Published		10/27/2002
60/286,619	4/27/2001	Computerized Utility Cost Estimation Method and System	Expired		
10/127,715	4/23/2002	Computerized Utility Cost Estimation Method and System	Published	0198629-A1	12/26/2002
2383792	4/29/2002	Maintenance and Verification Tool Kit and Automatic Processing of Server Files	Published		10/27/2002
60/286,676	4/27/2001	Maintenance and Verification Tool Kit and Automatic Processing of Server Files	Expired		

**Schedule A  
Patent Applications/Issued Patents - Enerwise Global Technologies, Inc.**

Application No.	Filing Date	Title	Status	Pub. No./Pat. No.	Pub Date/ Pat Date
2384515	4/29/2002	Information Control Center (ICC)	Pending		
60/286,561	4/27/2001	Information Control Center (ICC)	Expired		
2384403	4/29/2002	Computerized Utility Cost Estimation Method and System	Pending		
60/286,664	4/27/2001	Computerized Utility Cost Estimation Method and System	Expired		
10/133,640	4/29/640	Computerized Utility Cost Estimation Method and System	Published	0009401-A1	1/9/2003
09/027,545	2/23/1998	Energy Information System and Sub-Measurement Board for Use Therewith	Abandoned		
09/940,400	8/27/2001	Energy Information System and Sub-Measurement Board for Use Therewith	Patented	6,728,646	04/27/2004
10/814,341	4/01/2004	Energy Information System and Sub-Measurement Board for Use Therewith	Patented	7,275,000	09/27/2007

**Schedule A  
 Trademark Applications/Registered Trademarks - Enerwise Global Technologies, Inc.**

Application No.	Filing Date	Trademark	Status	Publication Date	Registration No.	Registration Date
75/922,715	2/18/2000	POWERED BY DATAPULT	Allowed	8/28/2001	N/A	N/A
75/552,710	9/14/1998	ENERWISE	Registered	7/20/1999	2285369	10/12/1999
75/182,299	10/16/1996	ENERWISE	Registered	4/8/1997	2191335	9/22/1998



**Enerwise Global Technologies, Inc.**

511 Schoolhouse Road

Suite 200

Kennett Square, Pennsylvania 19348

August 26, 2004

To the Persons Listed on Exhibit A  
Attached Hereto

Re: Amendments to Bridge Loan Transaction Documents

Dear Noteholder:

Reference is hereby made to the following documents: (i) that certain Securities Purchase Agreement (the "Securities Purchase Agreement"), dated as of April 10, 2003, among Enerwise Global Technologies, Inc., a Delaware corporation (the "Company"), and those persons set forth on Exhibit A attached hereto (collectively, the "Noteholders"); (ii) those certain secured convertible promissory notes (collectively, the "Notes") issued by the Company in favor of the Noteholders in the aggregate principal amount of ~~██████████~~; (iii) that certain Security Agreement (the "Security Agreement"), dated as of April 10, 2003, among the Company and the Noteholders; (iv) that certain Intellectual Property Security Agreement (the "IP Security Agreement"), dated as of April 10, 2003, among the Company and the Noteholders; and (v) that certain Amended and Restated Shareholders Agreement (the "Shareholders Agreement"), dated as of April 10, 2003, among the Company, the Noteholders and certain other persons identified therein. The Securities Purchase Agreement, the Notes, the Security Agreement, the IP Security Agreement and the Shareholders Agreement shall be referred to herein collectively as the "Bridge Loan Transaction Documents". Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms as set forth in the Securities Purchase Agreement.

As you are aware, the Company is currently in the process of raising additional funds (the "Series C Financing") through the issuance of shares of Series C Convertible Preferred Stock (the "Series C Stock") to certain existing securityholders of the Company (collectively, the "Series C Investors"). In connection with the Series C Financing, the Series C Investors have requested that the Company and the Noteholders amend the Bridge Loan Transaction Documents and waive certain rights, privileges and preferences contained therein, as more fully described in this letter agreement. In furtherance of the foregoing, the Company and the Noteholders hereby agree as follows:

**The Securities Purchase Agreement**

1. The Series C Financing shall be deemed a Subsequent Financing and the shares of Series C Stock to be issued in the Series C Financing shall be deemed Subsequent Financing Securities. The Subsequent Financing Security Purchase Price shall be equal to ~~██████████~~ per share (the "Series C Purchase Price"). Notwithstanding the foregoing, the conversion rights of the Notes are limited to those rights set forth herein.

**TRADEMARK**

**REEL: 003881 FRAME: 0868**



**The Security Agreement and IP Security Agreement**

1. Upon consummation of the Series C Financing, the Noteholders shall release all security interests and liens which the Company may have granted to such Noteholders pursuant to or in connection with the Security Agreement and the IP Security Agreement.

2. In furtherance of the foregoing release, the Noteholders will, at the expense of the Company, execute or cause to be executed on behalf of the Noteholders, such termination statements, lien releases, mortgage releases, re-assignments of copyrights, trademarks, patents or other intellectual property, discharges of security interests, and other similar discharge or release documents (and, if applicable, in recordable form) relating to liens and security interests granted by the Company under the Security Agreement or the IP Security Agreement in favor of the Noteholders, which are being terminated or released as set forth herein, as the Company may reasonably request.

3. Without limiting the foregoing, each of the Noteholders authorizes the Company to file, after the consummation of the Series C Financing, one or more termination statements pursuant to the Uniform Commercial Code, terminating the security interests granted to the Noteholders by the Company, without the signature of any of the Noteholders. In furtherance of the foregoing, each of the Noteholders irrevocably constitutes and appoints the Company and any officer thereof, with full power of substitution, as its true and lawful attorneys-in-fact, with full irrevocable power and authority in the place and stead of such Noteholder or in such Noteholder's own name, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the termination of the Security Agreement and the IP Security Agreement and the termination of the security interests granted thereunder, including any filings that may be required to be made with the United States Patent and Trademark Office.

4. Each of the Noteholders and the Company agree, upon the consummation of the Series C Financing, each of the Security Agreement and the IP Security Agreement shall be terminated and have no further force and effect.

2. To the extent a Noteholder shall have been granted a proxy pursuant to Section 1.6 of the Shareholders Agreement, such proxy shall terminate in its entirety upon the consummation of the Series C Financing.

Please return an executed copy of this letter agreement by facsimile transmission or by mail to the following address as soon as possible:

Mr. Mark Schaefer  
Vice President-Finance  
Enerwise Global Technologies, Inc.  
511 Schoolhouse Road  
Suite 200  
Kennett Square, Pennsylvania 19348  
Fax: (610) 961-3222

If you have any questions regarding the Series C Financing or this letter agreement, please feel free to contact me at (610) 444-1100, or our counsel, John F. Cinque of Wilmer Cutler Pickering Hale and Dorr LLP at (609) 750-7634.

Please indicate your acceptance of the foregoing by signing the counterpart signature blocks set forth below. If you have any questions about the matters covered in this letter, please do not hesitate to call me.

Very truly yours,



Dean Musser  
President

I have carefully read, fully understand and hereby agree to the terms and conditions set forth above.

**ENERTECH CAPITAL PARTNERS II L.P.**

By: ECP II Management L.P.,  
Its General Partner

By: ECP II Management LLC,  
Its General Partner

By: \_\_\_\_\_  
Name: Scott B. Ungerer  
Title: Managing Director

2. To the extent a Noteholder shall have been granted a proxy pursuant to Section 1.6 of the Shareholders Agreement, such proxy shall terminate in its entirety upon the consummation of the Series C Financing.

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Vice President-Finance  
Enerwise Global Technologies, Inc.  
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Suite 200  
Kennett Square, Pennsylvania 19348  
Fax: (610) 961-3222

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Very truly yours,

Dean Musser  
President

I have carefully read, fully understand and hereby agree to the terms and conditions set forth above.

**ENERTECH CAPITAL PARTNERS II L.P.**

By: ECP II Management L.P.,  
Its General Partner

By: ECP II Management LLC,  
Its General Partner

By: 

Name: Scott B. Ungerer  
Title: Managing Director

**ECP II INTERFUND L.P.**

By: ECP II Management LLC,  
Its General Partner

By: 

Name: ~~Scott B. Ungerer~~  
Title: Managing Director

**William G. Kingsley**  
**Vice President / Managing Director**

**HYDRO-QUEBEC CAPITECH INC.**

By: \_\_\_\_\_

Name:  
Title:

**ENDEAVOR CAPITAL PARTNERS, INC.**

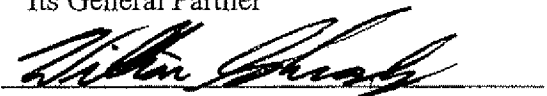
By: \_\_\_\_\_

Name: Anthony F. Buffa  
Title: Chairman

**ENERTECH CAPITAL PARTNERS L.P.**

By: ECP Management L.P.,  
Its General Partner

By: ECP Management LLC,  
Its General Partner

By: 

Name: ~~Scott B. Ungerer~~  
Title: Managing Director

**William G. Kingsley**  
**Vice President / Managing Director**

**ENERTECH CAPITAL HOLDING COMPANY  
LP**

By: EnerTech Capital Holding Company Manager  
LLC,  
Its General Partner

By: 

Name: ~~Scott B. Ungerer~~  
Title: Managing Director

**William G. Kingsley**  
**Vice President / Managing Director**

David P. Kelly

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De-HQ CAPITECH

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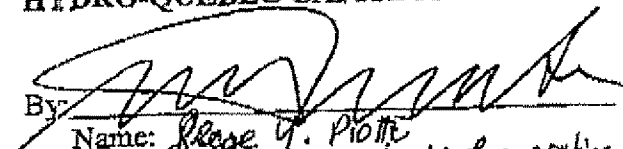
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**ECP II INTERFUND L.P.**

By: ECP II Management LLC,  
Its General Partner

By: \_\_\_\_\_  
Name: Scott B. Ungerer  
Title: Managing Director

**HYDRO-QUEBEC CAPITECH INC.**

By:   
Name: *Serge Y. Plote*  
Title: *President and chief operating officer*

**ENDEAVOR CAPITAL PARTNERS, INC.**

By: \_\_\_\_\_  
Name: Anthony F. Buffa  
Title: Chairman

**ENERTECH CAPITAL PARTNERS L.P.**

By: ECP Management L.P.,  
Its General Partner

By: ECP Management LLC,  
Its General Partner

By: \_\_\_\_\_  
Name: Scott B. Ungerer  
Title: Managing Director

**ENERTECH CAPITAL HOLDING COMPANY LP**

By: EnerTech Capital Holding Company Manager  
LLC,  
Its General Partner

By: \_\_\_\_\_  
Name: Scott B. Ungerer  
Title: Managing Director

\_\_\_\_\_  
David P. Kelly

**ECP II INTERFUND L.P.**

By: ECP II Management LLC,  
Its General Partner

By: \_\_\_\_\_  
Name: Scott B. Ungerer  
Title: Managing Director

**HYDRO-QUEBEC CAPITECH INC.**

By: \_\_\_\_\_  
Name:  
Title:

**ENDEAVOR CAPITAL PARTNERS, INC.**

By: *Anthony F. Buffa*  
Name: Anthony F. Buffa  
Title: Chairman

**ENERTECH CAPITAL PARTNERS L.P.**

By: ECP Management L.P.,  
Its General Partner

By: ECP Management LLC,  
Its General Partner

By: \_\_\_\_\_  
Name: Scott B. Ungerer  
Title: Managing Director

**ENERTECH CAPITAL HOLDING COMPANY  
LP**

By: EnerTech Capital Holding Company Manager  
LLC,  
Its General Partner

By: \_\_\_\_\_  
Name: Scott B. Ungerer  
Title: Managing Director

David P. Kelly



**ECP II INTERFUND L.P.**

By: ECP II Management LLC,  
Its General Partner

By: \_\_\_\_\_  
Name: Scott B. Ungerer  
Title: Managing Director

**HYDRO-QUEBEC CAPITECH INC.**

By: \_\_\_\_\_  
Name:  
Title:

**ENDEAVOR CAPITAL PARTNERS, INC.**

By: \_\_\_\_\_  
Name: Anthony F. Buffa  
Title: Chairman

**ENERTECH CAPITAL PARTNERS L.P.**

By: ECP Management L.P.,  
Its General Partner

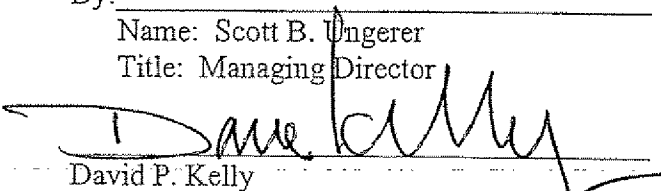
By: ECP Management LLC,  
Its General Partner

By: \_\_\_\_\_  
Name: Scott B. Ungerer  
Title: Managing Director

**ENERTECH CAPITAL HOLDING COMPANY  
LP**

By: EnerTech Capital Holding Company Manager  
LLC,  
Its General Partner

By: \_\_\_\_\_  
Name: Scott B. Ungerer  
Title: Managing Director

  
\_\_\_\_\_

David P. Kelly

**EXHIBIT A**

**NOTEHOLDERS**

EnerTech Capital Partners II L.P.  
435 Devon Park Drive  
700 Building  
Wayne, Pennsylvania 19087  
Attn: Managing Director

ECP II Interfund L.P.  
435 Devon Park Drive  
700 Building  
Wayne, Pennsylvania 19087  
Attn: Managing Director

Hydro-Quebec Capitech Inc.  
75, boul. René-Lévesque oust  
22e étage  
Montréal (Québec) H2Z 1A4  
Attn: Denis Lévesque

Endeavor Capital Partners, Inc.  
c/o Endeavor Capital Management LLC  
49 Richmondville Avenue, Ste. 215  
Westport, Connecticut 06880  
Attn: Anthony F. Buffa, Chairman

EnerTech Capital Partners L.P.  
435 Devon Park Drive  
700 Building  
Wayne, Pennsylvania 19087  
Attn: Managing Director

EnerTech Capital Holding Company LP  
435 Devon Park Drive  
700 Building  
Wayne, Pennsylvania 19087  
Attn: Managing Director

David P. Kelly  
2804 Dover Road, NW  
Atlanta, Georgia 30327

**EXHIBIT B**

**THIRD AMENDED AND RESTATED CERTIFICATE OF INCORPORATION**

(See Tab 6)

**EXHIBIT C**

**MINIMUM INVESTMENT AMOUNTS**

<u>Name of Noteholder</u>	<u>Minimum Investment Amount</u>
EnerTech Capital Partners II L.P.	
ECP II Interfund L.P.	
Hydro-Quebec Capitech Inc.	
Endeavor Capital Partner, Inc.	
EnerTech Capital Partners L.P.	
EnerTech Capital Holding Company LP	
David P. Kelly	

\* EnerTech Capital Partners L.P. will not be a purchaser of Series C Stock in the Series C Financing.

**ENERWISE GLOBAL TECHNOLOGIES, INC.**

**SERIES C PREFERRED**

**STOCK PURCHASE AGREEMENT**

**August 26, 2004**

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SCHEDULE A	Schedule of Investors
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EXHIBIT B	List of Stockholders
EXHIBIT C	Amended and Restated Investor Rights Agreement
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EXHIBIT G	Opinion of Counsel for the Company
EXHIBIT H	Side Letter with Noteholders
EXHIBIT I	2004 Employee Retention Program
EXHIBIT J	2004 Discretionary Retention Bonus Plan
EXHIBIT K	2001 Equity Compensation Plan, as amended



**ENERWISE GLOBAL TECHNOLOGIES, INC.**

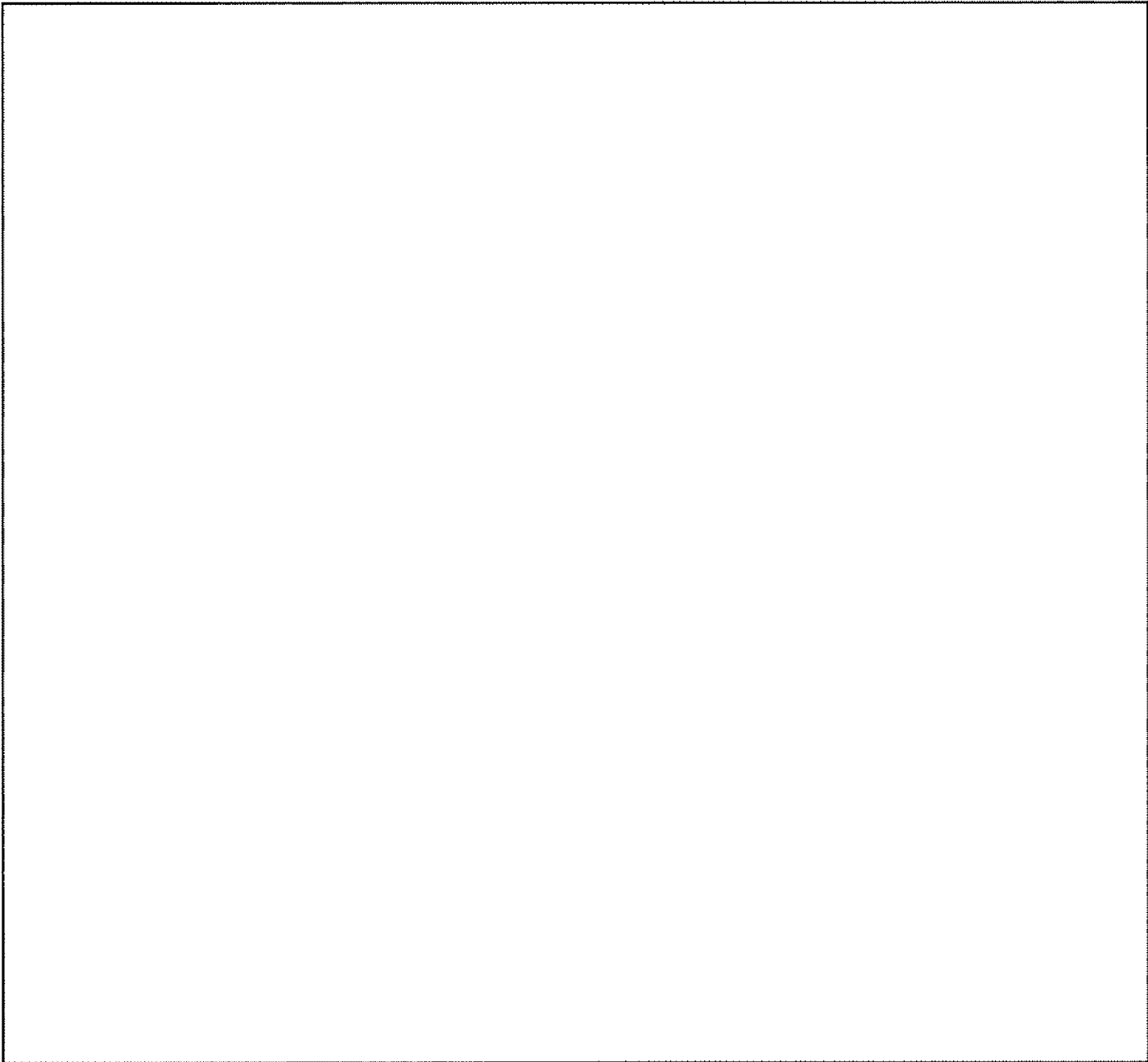
**SERIES C PREFERRED STOCK PURCHASE AGREEMENT**

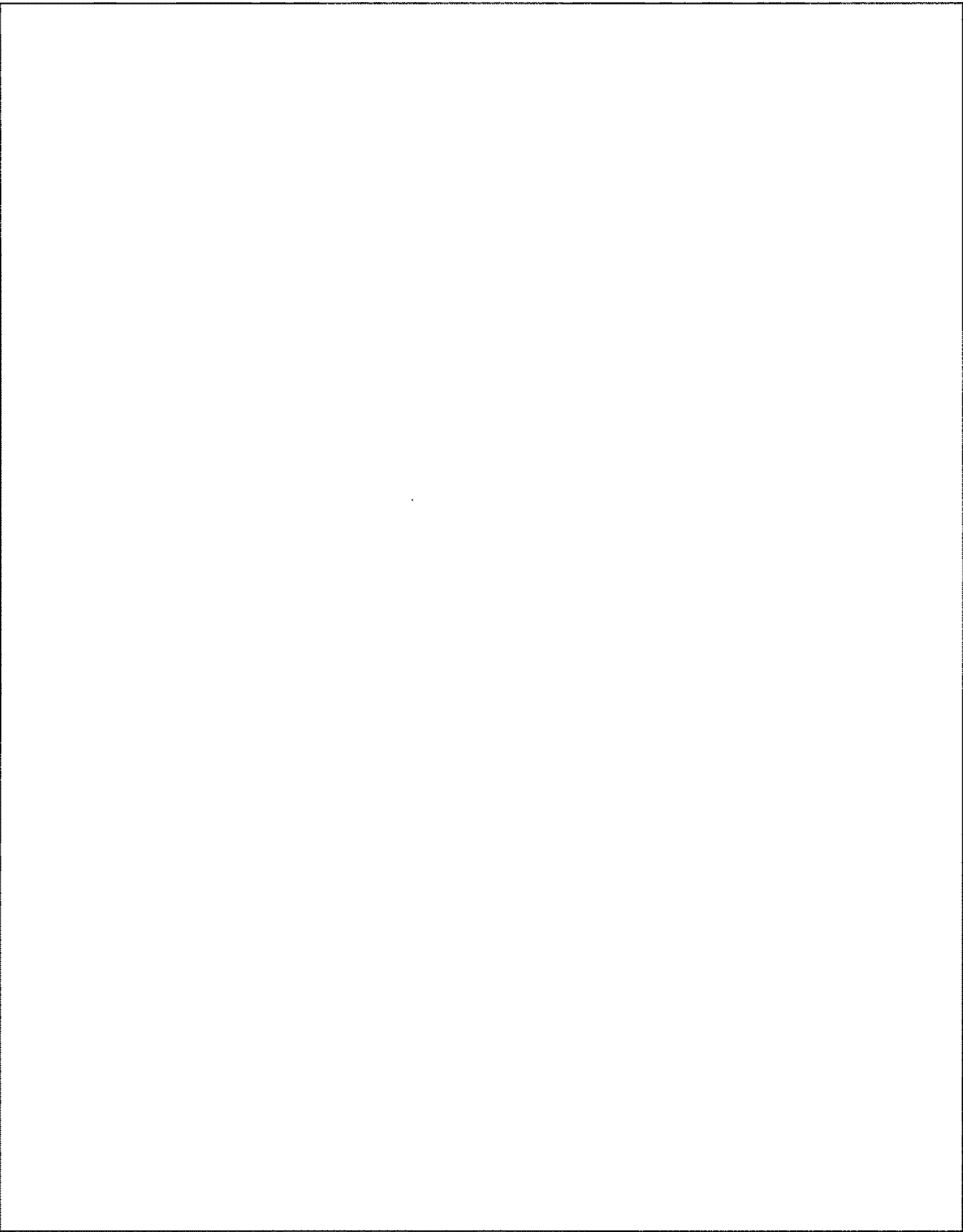
THIS STOCK PURCHASE AGREEMENT (the "Agreement") is made as of the 26th day of August, 2004, by and among Enerwise Global Technologies, Inc., a Delaware corporation (the "Company"), and the investors listed on Schedule A hereto, each of which is herein referred to as an "Investor."

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Purchase and Sale of Stock.

1.1 Sale and Issuance of Series C Preferred Stock.









2.10 Patents and Trademarks. To the Company's knowledge, the Company owns or has the right to use all patents, trademarks, service marks, trade names, domain names, copyrights, trade secrets, information, proprietary rights and processes necessary for its business as now conducted and as presently proposed to be conducted without any violation or infringement of, or other conflict with, the rights of others. The Schedule of Exceptions contains a complete list of patents and pending patent applications and registrations and applications for trademarks, copyrights and domain names of, or exclusively licensed to, the Company. There are no outstanding options, licenses, agreements, claims, encumbrances or shared ownership of interests of any kind relating to anything referred to above in this Section 2.10 that is to any extent owned by or exclusively licensed to the Company, nor is the Company bound by or a party to any options, licenses or agreements of any kind with respect to the patents, trademarks, service marks, trade names, domain names, copyrights, trade secrets, licenses, information, proprietary rights and/or processes of any other person or entity, except, in either case, for standard end-user, object code, internal-use software license and support/maintenance agreements. The Company has not received any communications alleging that the Company has violated or, by conducting its business as proposed, would violate any of the patents, trademarks, service marks, trade names, copyrights or trade secrets or other proprietary rights of any other person or entity and the Company is not aware of any potential basis for such an allegation or of any reason to believe that such an allegation may be forthcoming. The Company is not aware that any of its employees is obligated under any contract (including licenses, covenants or commitments of any nature) or other agreement, or subject to any judgment, decree or order of any court or administrative agency, that would interfere with the use of his or her best efforts to promote the interests of the Company or that would conflict with the Company's business as presently conducted or as presently proposed to be conducted. Neither the execution nor delivery of this Agreement or the Ancillary Agreements, nor the carrying on of the Company's business by the employees of the Company, nor the conduct of the Company's business as proposed, will, to the Company's knowledge, conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under, any contract, covenant or instrument

























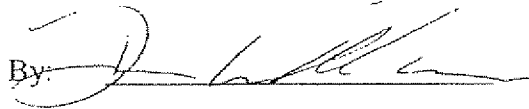




IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**COMPANY:**

**ENERWISE GLOBAL TECHNOLOGIES, INC.**

By: 

Name: Dean Musser

Title: President

Address: 511 Schoolhouse Road  
Suite 200  
Kennett Square, PA 19348

**INVESTORS:**

**ENERTECH CAPITAL PARTNERS II L.P.**

By: ECP II Management L.P.  
Its general partner

By: ECP II Management LLC,  
Its general partner

By: \_\_\_\_\_

Name: Scott B. Ungerer

Title: Managing Director

Address: 435 Devon Park Drive  
700 Building  
Wayne, PA 19087

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**COMPANY:**

**ENERWISE GLOBAL TECHNOLOGIES, INC.**

By: \_\_\_\_\_

Name: Dean Musser

Title: President

Address: 511 Schoolhouse Road  
Suite 200  
Kennett Square, PA 19348

**INVESTORS:**

**ENERTECH CAPITAL PARTNERS II L.P.**

By: ECP II Management L.P.

Its general partner

By: ECP II Management LLC,

Its general partner

By: 

Name: ~~Scott B. Ungerer~~

William G. Kingsley  
Vice President / Managing Director

Title: Managing Director

Address: 435 Devon Park Drive  
700 Building  
Wayne, PA 19087

**ECP II INTERFUND L.P.**

By: ECP II Management LLC,  
Its general partner

By: 

Name: Scott B. Ungerer

**William G. Kingsley**  
**Vice President / Managing Director**

Title: Managing Director

Address: 435 Devon Park Drive  
700 Building  
Wayne, PA 19087

**ENDEAVOR CAPITAL PARTNERS, INC.**

By: \_\_\_\_\_

Name: Anthony F. Buffa

Title: Chairman

Address: c/o Endeavor Capital Management LLC  
49 Richmondville Avenue, Ste. 215  
Westport, CT 06880

**HYDRO-QUEBEC CAPITECH, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: 75, boul. René-Lévesque oust  
22<sup>e</sup> étage  
Montréal (Québec) H2Z 1A4

**ECP II INTERFUND L.P.**

By: ECP II Management LLC,  
Its general partner


By: \_\_\_\_\_

Name: Scott B. Ungerer

Title: Managing Director

Address: 435 Devon Park Drive  
700 Building  
Wayne, PA 19087

**ENDEAVOR CAPITAL PARTNERS, INC.**

By: 

Name: Anthony F. Buffa

Title: Chairman

Address: c/o Endeavor Capital Management LLC  
49 Richmondville Avenue, Ste. 215  
Westport, CT 06880

**HYDRO-QUEBEC CAPITECH, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: 75, boul. René-Lévesque oust  
22<sup>e</sup> étage  
Montréal (Québec) H2Z 1A4

**ECP II INTERFUND L.P.**

By: ECP II Management LLC,  
Its general partner

By: \_\_\_\_\_

Name: Scott B. Ungerer

Title: Managing Director

Address: 435 Devon Park Drive  
700 Building  
Wayne, PA 19087

**ENDEAVOR CAPITAL PARTNERS, INC.**

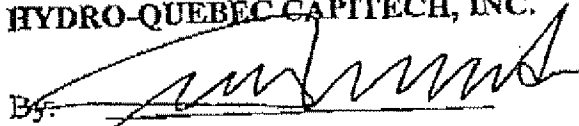
By: \_\_\_\_\_

Name: Anthony F. Buffa

Title: Chairman

Address: c/o Endeavor Capital Management LLC  
49 Richmondville Avenue, Ste. 215  
Westport, CT 06880

**HYDRO-QUEBEC CAPITECH, INC.**

By: 


Name: SERGE Y. PROULX

Title: PRESIDENT & CHIEF OPERATING OFFICER

Address: 75, boul. René-Lévesque ouest  
22<sup>e</sup> étage  
Montréal (Québec) H2Z 1A4

ENERTECH CAPITAL HOLDING COMPANY  
LP

By: EnerTech Capital Holding Company  
Manager LLC,  
Its general partner

By: 

Name: ~~Scott B. Ungerer~~

**William G. Kingsley**  
**Vice President / Managing Director**

Title: Managing Director

Address: 435 Devon Park Drive  
700 Building  
Wayne, PA 19087

---

David P. Kelly

Address: 2804 Dover Road, NW  
Atlanta, GA 30327

**ENERTECH CAPITAL HOLDING COMPANY  
LP**

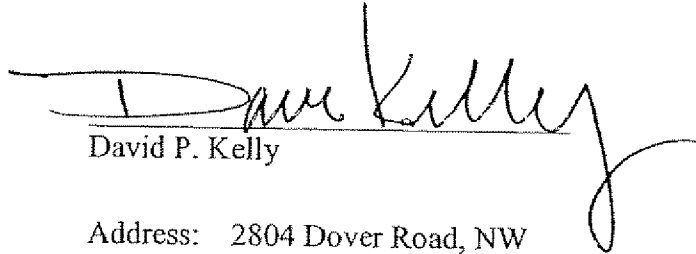
By: EnerTech Capital Holding Company  
Manager LLC,  
Its general partner

By: \_\_\_\_\_

Name: Scott B. Ungerer

Title: Managing Director

Address: 435 Devon Park Drive  
700 Building  
Wayne, PA 19087

A handwritten signature in black ink, appearing to read "David P. Kelly", is written over a horizontal line. The signature is fluid and cursive, with a long, sweeping tail that extends to the right.

David P. Kelly

Address: 2804 Dover Road, NW  
Atlanta, GA 30327



Schedule A

Schedule of Investors

<u>Name</u>	<u>Number of Shares Purchased</u>	<u>Total Purchase Price of Shares</u>
TOTAL	<u>21,587,658</u>	<u>\$ 4,820,524</u>

**Exhibit B**

**Enerwise Global Technologies, Inc.**

Cap Table as of

Adjustments

Cap Table as of