

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		11/20/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Noresco Holdings, Inc.
<b>Street Address:</b>	One Research Drive
<b>Internal Address:</b>	Suite 400C
<b>City:</b>	Westborough
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01581
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>Name:</b>	Noresco, LLC
<b>Street Address:</b>	One Research Drive
<b>Internal Address:</b>	Suite 400C
<b>City:</b>	Westborough
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01581
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

<b>Name:</b>	Energy Infrastructure, LLC
<b>Street Address:</b>	One Research Drive
<b>Internal Address:</b>	Suite 400C
<b>City:</b>	Westborough
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01581
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

<b>Name:</b>	EI Plymouth, LLC
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CH \$215.00 1801283

Street Address:	One Research Drive
Internal Address:	Suite 400C
City:	Westborough
State/Country:	MASSACHUSETTS
Postal Code:	01581
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	EI Hunterdon, LLC
Street Address:	One Research Drive
Internal Address:	Suite 400C
City:	Westborough
State/Country:	MASSACHUSETTS
Postal Code:	01581
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	EI Colton, LLC
Street Address:	One Research Drive
Internal Address:	Suite 400C
City:	Westborough
State/Country:	MASSACHUSETTS
Postal Code:	01581
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1801283	NORESCO
Registration Number:	2790684	NORESCO
Registration Number:	2790685	O
Registration Number:	2794094	NORESCO AN EQUITABLE RESOURCES COMPANY
Registration Number:	2410235	NORESCO YOUR ENERGY SOLUTIONS PARTNER.
Registration Number:	2410236	NORESCO
Serial Number:	78427875	ENTELICHOICE
Registration Number:	2783965	NORESCO

CORRESPONDENCE DATA

Fax Number: (310)203-7199

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (310) 277-1010

Email: jwald@irell.com, mcohen@irell.com

**TRADEMARK**  
**REEL: 003891 FRAME: 0752**

Correspondent Name: Jane Shay Wald, Esq.  
Address Line 1: 1800 Avenue of the Stars  
Address Line 2: Suite 900  
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	159725-0004-KEND
NAME OF SUBMITTER:	Jane Shay Wald
Signature:	/janeshaywald/
Date:	11/20/2008

**Total Attachments: 15**

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**Release of Trademark Security Agreement**

WHEREAS, by a certain Trademark Security Agreement (the "*Security Agreement*") dated as of December 30, 2005 among Noresco Holdings, Inc., a Delaware corporation; Noresco, LLC; Energy Infrastructure, LLC; EI Plymouth, LLC; EI Hunterdon, LLC and EI Colton, LLC, each a Delaware limited liability company (collectively referred to herein as the "*Assignor*") to General Electric Capital Corporation, as Agent for the Lenders ("*Assignee*"), which Security Interest was recorded with the United States Patent and Trademark Office on January 17, 2006 at Reel 3229, Frame 0291, and as attached hereto, Assignor granted to General Electric Capital Corporation a security interest in and lien on those trademarks, trade names, trade styles and service marks registered in the United States Patent and Trademark Office (the "*Trademarks*") and owned by Assignor and set forth on Schedule I hereto;

WHEREAS, General Electric Capital Corporation desires to release its security interest in and lien on the trademarks set forth on Schedule I hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, General Electric Capital Corporation does hereby release its security interest in and lien on the trademarks set forth on Schedule I hereto and reassigns to Assignor all right, title and interest of General Electric Capital Corporation in and to such trademarks.

General Electric Capital Corporation

Dated: November 20, 2008

By: 

Name:

Title:

Randall F. Hornick  
Authorized Signatory

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

1. Registered Service Mark No. 1,801,283 "NORESKO"
2. Registered Service Mark No. 2,790,684 "NORESKO" (design)
3. Registered Service Mark No. 2,790,685 "O" (design)
4. Registered Service Mark No. 2,794,094 "NORESKO An EQUITABLE RESOURCES Company"
5. Registered Service Mark No. 2,410,235 "NORESKO Your Energy Solutions Partner" (design)
6. Registered Service Mark No. 2,410,236 "NORESKO" (design)
7. Trademark Application No. 78427875 "Entellichoice"
8. Registered Service Mark No. 2,783,965 "NORESKO"

**1. Additional Conveying Parties**

**a. Noresco, LLC**

**Delaware limited liability company  
Execution Date: December 30, 2005**

**b. Energy Infrastructure, LLC**

**Delaware limited liability company  
Execution Date: December 30, 2005**

**c. EI Plymouth, LLC**

**Delaware limited liability company  
Execution Date: December 30, 2005**

**d. EI Hunterdon, LLC**

**Delaware limited liability company  
Execution Date: December 30, 2005**

**c. EI Colton, LLC**

**Delaware limited liability company  
Execution Date: December 30, 2005**

**TRADEMARK  
REEL: 003229 FRAME: 0292  
TRADEMARK**

**REEL: 003891 FRAME: 0756**

**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2005, among NORESCO HOLDINGS, INC., a Delaware corporation ("Holdings"), NORESCO, LLC, a Delaware limited liability company ("Borrower") and ENERGY INFRASTRUCTURE, LLC, EI PLYMOUTH, LLC, EI HUNTERDON, LLC, and EI COLTON, LLC, each a Delaware limited liability company ( the "Subsidiaries") (collectively referred to herein as "Grantors" and individually a "Grantor"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, individually and in its capacity as Agent for Lenders.

**WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrowers and guaranteed by Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for itself and the ratable benefit of 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantors hereby grant to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantors' respective 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 and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of 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.

[signature page follows]



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

**NORESCO, LLC**

By: 

Name: David G. Mannherz

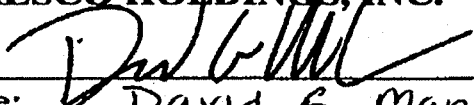
Title: Executive Vice President

[Signature Page for Trademark Security Agreement]

**TRADEMARK**  
**REEL: 003229 FRAME: 0295**  
**TRADEMARK**

**REEL: 003891 FRAME: 0759**

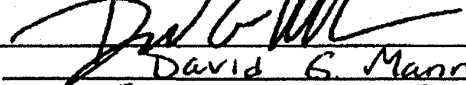
**NORESKO HOLDINGS, INC.**

By:   
Name: David G. Mannherz  
Title: Executive Vice President

[Signature Page for Trademark Security Agreement]

TRADEMARK  
REEL: 003229 FRAME: 0296  
TRADEMARK  
REEL: 003891 FRAME: 0760

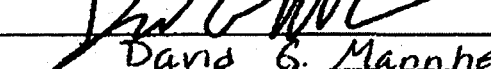
**ENERGY INFRASTRUCTURE, LLC**

By:   
Name: David G. Mannherz  
Title: Executive Vice President

[Signature Page for Trademark Security Agreement]

**TRADEMARK**  
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**TRADEMARK**  
REEL: 003891 FRAME: 0761

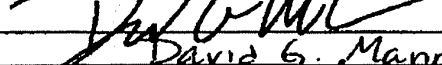
**NORESKO INVESTMENTS, INC.**

By:   
Name: David G. Mannherz  
Title: Executive Vice President

[Signature Page for Trademark Security Agreement]

**TRADEMARK**  
REEL: 003229 FRAME: 0298  
**TRADEMARK**  
REEL: 003891 FRAME: 0762

**EI PLYMOUTH, LLC**

By:   
Name: David G. Mannherz  
Title: Executive Vice President

[Signature Page for Trademark Security Agreement]

**TRADEMARK**  
REEL: 003229 FRAME: 0299  
**TRADEMARK**

REEL: 003891 FRAME: 0763

**EI HUNTERDON, LLC**

By: 

Name: David G. Mannherz

Title: Executive Vice President

[Signature Page for Trademark Security Agreement]

TRADEMARK  
REEL: 003229 FRAME: 0300  
TRADEMARK  
REEL: 003891 FRAME: 0764

EI COLTON, LLC

By: 

Name: David S Manohertz

Title: Executive Vice President

[Signature Page for Trademark Security Agreement]

TRADEMARK

REEL: 003229 FRAME: 0301  
TRADEMARK

REEL: 003891 FRAME: 0765





**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS**

1. Registered Service Mark No. 1,801,283 "NORESKO"
2. Registered Service Mark No. 2,790,684 "NORESKO" (design)
3. Registered Service Mark No. 2,790,685 "O" (design)
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5. Registered Service Mark No. 2,410,235 "NORESKO Your Energy Solutions Partner" (design)
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