

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Commerce Energy Group, Inc.		03/09/2009	CORPORATION:
RECEIVING PARTY DATA			
Name:	Commerce Energy, Inc.		
Street Address:	600 Anton Blvd, Suite 2000		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92626		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3478330	COMMERCE ENERGY	
CORRESPONDENCE DATA			
Fax Number:	(858)458-3005		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-458-3000		
Email:	ProsecutionDocketing@paulhastings.com		
Correspondent Name:	Martin R. Bader		
Address Line 1:	P.O. Box 919092		
Address Line 4:	San Diego, CALIFORNIA 92191-9092		
ATTORNEY DOCKET NUMBER:	36223.00040		
NAME OF SUBMITTER:	Martin R. Bader		
Signature:	/Martin R. Bader/		
Date:	03/10/2009		

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**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("*Assignment*") is effective as of December 11, 2008 by and between Commerce Energy, Inc., a California corporation ("*Assignee*") and Commerce Energy Group, Inc., a Delaware corporation ("*Assignor*").

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to the trademark set forth on Schedule A hereto and described below;

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and for ten dollars (\$10), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee all of Assignor's right, title and interest in and to the trademark set forth on Schedule A (the "**Mark**"), together with the goodwill of the business symbolized by and associated with the Mark, including all common law rights and trademark registration for the Mark, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties, and license fees deriving from the Mark, all claims for damages by reason of past, present and future infringements of the Mark and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, without charge to Assignee (except as otherwise permitted herein), all acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Mark, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee's expense, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights.

3. **GENERAL.**

3.1 **Severability.** In the event that any provision or term of this Assignment, or any word, phrase, clause, sentence or other portion thereof is held to be unenforceable or invalid for any reason, such provision or portion thereof will be modified or deleted in such a manner as to make

this Assignment, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

3.2 Entire Agreement. This Assignment, including the schedule attached hereto, contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter.

3.3 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall not be assignable by Assignor without the prior written consent of Assignee, and any such purported assignment without such consent shall be void. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

3.4 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

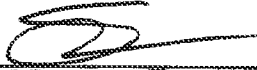
*[Signature Page Follows]*

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, as if signed on the date first above set forth.


"Assignee"

Commerce Energy, Inc.,  
a California corporation

By:   
Name: STEPHEN BROWNE  
Title: SVP INFORMATION SERVICES  
Date: MARCH 4, 2009

"Assignor"

Commerce Energy Group, Inc.,  
a Delaware corporation

By:   
Name: C. DOUGLAS MITCHELL  
Title: CFO  
Date: MARCH 9, 2009

**SCHEDULE A**

**MARK**

Registration Number	Mark
3,478,330	COMMERCE ENERGY