

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Excelergy North America, LLC		01/01/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Nexant, Inc.		
Street Address:	101 Second Street, 10th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2483290	EXCELERGY	
Registration Number:	2811438	TRADER BACKOFFICE	
Registration Number:	2867912	CUSTOMERPOINT	
CORRESPONDENCE DATA			
Fax Number:	(415)576-0300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-576-0200		
Email:	jah@townsend.com		
Correspondent Name:	John A. Hughes		
Address Line 1:	Two Embarcadero Center, 8th Floor		
Address Line 2:	Townsend and Townsend and Crew LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	020966-005600US		
NAME OF SUBMITTER:	John A. Hughes		

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**TRADEMARK
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Signature:	/jah/
Date:	04/10/2009
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TRADEMARK ASSIGNMENT

This Assignment is made by and between Excelergy North America, LLC, a Delaware Limited Liability Company with an address of 10 Maguire Road, Suite 111, Lexington, Massachusetts 02421 (hereinafter "Assignor"), and Nexant, Inc. a Delaware Corporation with offices at 101 Second Street, 10th Floor, San Francisco, California 94105 (hereinafter "Assignee").

WHEREAS, Assignor is the owner of certain marks, and United States applications and registrations therefor, including but not limited to those listed on Schedule A hereto (including trademarks, service marks, collective trademarks, collective service marks, collective membership marks, certification marks, trade names, assumed names, slogans, logos and trade dress - collectively hereinafter "the Marks"); and,

WHEREAS, Assignor warrants that it owns ALL rights, title and interest of every kind, nature or description in and to the Marks, all rights therein, including but not limited to any and all past, present and future registrations and applications therefor, all rights of renewal thereof, all rights to royalties for the licensing thereof, of all claims for damages by reason of past infringement(s) of the Marks, includes the right of Assignee to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives. These assigned rights shall be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, at common law and/or to the end of the term or terms of which registrations pertaining to the Marks may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, and all goodwill pertaining thereto (hereinafter "All Rights in the Marks"); and,

WHEREAS, Assignor desires to assign to Assignee All Rights in the Marks (as defined hereinabove);

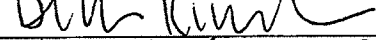
NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee, *nunc pro tunc*, All Rights in the Marks (as defined hereinabove).

Assignor agrees to execute all documents necessary to effectuate and maintain registrations pertaining to the Works and the Marks, now and in the future.

The undersigned represents and warrants that (s)he has authority to execute this Assignment on behalf of Assignor, and to carry out all obligations imposed hereunder. The undersigned has read, understand, and agrees to the terms of this Assignment.

EXCELERGY NORTH AMERICA, LLC
ASSIGNOR

Dated: 1-1, 2009

By 
Name: Deborah Kimmier
Title: President

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SCHEDULE "A"
ASSIGNED TRADEMARK REGISTRATIONS

TRADEMARK	COUNTRY	CLASS	APPL. NO FILING DATE	REG NO. ISSUE DATE	STATUS AND REMARKS
EXCELERGY	United States	9	75/735,743 06/23/1999	2,483,290 08/28/2001	Registered
TRADER BACKOFFICE	United States	42	76/417,955 06/05/2002	2,811,438 02/03/2004	Registered
CUSTOMERPOINT	United States	9	78/193,289 12/11/2002	2,867,912 07/27/2004	Registered
REVENUE MANAGER					Application Not Yet Filed
HEDGEDIRECT					Application Not Yet Filed
BUSINESSRUNNER					Application Not Yet Filed

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