

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
MxEnergy Inc.		09/28/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Sempra Energy Trading LLC
Street Address:	600 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2983559	MUNICHOICE
Registration Number:	3632036	EARTH FRIENDLY PARTNER
Registration Number:	3623586	EARTH FRIENDLY PARTNER MXENERGY
Registration Number:	3178334	MAX
Registration Number:	3386299	
Serial Number:	78596197	MURPHY
Registration Number:	3389805	
Registration Number:	2588940	MXENERGY
Serial Number:	78940575	THERE'S POWER IN NUMBERS

CORRESPONDENCE DATA

Fax Number: (212)806-2560
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-806-5400
 Email: afisher@stroock.com
 Correspondent Name: Jeffrey M. Mann

900146225

**TRADEMARK
 REEL: 004085 FRAME: 0523**

CH \$240.00 2983559

Address Line 1: 180 Maiden Lane
Address Line 2: Stroock & Stroock & Lavan LLP
Address Line 4: New York, NEW YORK 10038-4982

ATTORNEY DOCKET NUMBER:	552641/0167
NAME OF SUBMITTER:	Jeffrey M. Mann
Signature:	/jeffrey m. mann/
Date:	10/27/2009

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 22, 2009 is made by each of the Grantors listed on the signature page hereof (individually and collectively, "Grantor") in favor of Sempra Energy Trading LLC, a Delaware limited liability company, ("Grantee"). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Guarantee and Collateral Agreement (as defined below).

WHEREAS, Grantor is the applicant or registrant for the trademarks and trademark applications listed on the attached Schedule 1, which are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Guarantee and Collateral Agreement, dated as of September 22, 2009, by and among Grantor, the other grantors signatory thereto and Grantee (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted to Grantee a security interest in the Trademarks, together with, among other things, the goodwill of the business symbolized by and associated with the Trademarks and the applications and registrations thereof, and all proceeds thereof (collectively, the "Trademark Collateral").

NOW, THEREFORE, in consideration of the premises and agreements made herein and in the Guarantee and Collateral Agreement, Grantor hereby grants to Grantee, for the benefit of Grantee, a continuing security interest in the Trademark Collateral.

Grantor does hereby further acknowledge and affirm that this Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

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

GRANTOR:

MXENERGY INC.

By: 


Name: Carole R. Pitman-Hodge

Title: Executive Vice President and Secretary

Notary Public:

State of New York)
County of New York) ss.:

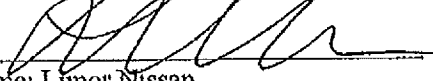
On this 18th day of September, 2009 before me, a Notary Public, in and for the State and County aforesaid, personally appeared Carole R. Pitman-Hodge to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.


KATHLEEN MANGUAL
Notary Public, State of New York
No. 01MA6083782
Qualified in New York County
Commission Expired November 25, 2010

[Signature Page to Trademark Security Agreement]

GRANTEE:


SEMPRA ENERGY TRADING LLC

By: 
Name: Limor Nissan
Title: Senior Vice President

Notary Public:

State of Connecticut)
County of Fairfield) ss.:

On this 9th day of October, 2009 before me, a Notary Public, in and for the State and County aforesaid, personally appeared Limor Nissan to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.


Deise V. Grada
Notary Public

[Signature Page to Trademark Security Agreement]

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

Owner	Trademark	Country	Application/ Registration No.
MxEnergy Inc.	MUNICHOICE	United States	2983559
MxEnergy Inc.	EARTH FRIENDLY PARTNER	United States	3632036
MxEnergy Inc.	EARTH FRIENDLY PARTNER MX ENERGY + Design	United States	3623586
MxEnergy Inc.	MAX	United States	3178334
MxEnergy Inc.	DESIGN OF A BOY (MAX)	United States	3386299
MxEnergy Inc.	MURPHY	United States	78596197
MxEnergy Inc.	DESIGN OF A DOG (MURPHY)	United States	3389805
MxEnergy Inc.	MxENERGY	United States	2588940
MxEnergy Inc.	THERE'S POWER IN NUMBERS	United States	78940575
MxEnergy Inc.	MAX	Canada	673709
MxEnergy Inc.	MAX Character Design	Canada	668777
MxEnergy Inc.	MAXENERGY	Canada	1232040
MxEnergy Inc.	MURPHY	Canada	672134
MxEnergy Inc.	MURPHY Character Design	Canada	671256
MxEnergy Inc.	MAXENERGY	Canada	659266
MxEnergy Inc.	mxenergy & Design	Canada	1254261
MxEnergy Inc.	MXENERGY Design	Canada	1206234