

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CPower, Inc.		12/31/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Escalate Capital I, L.P.		
Street Address:	150 Almaden Blvd.		
Internal Address:	Suite 925		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78707020	CONSUMERPOWERLINE	
Serial Number:	78895870	HOME JOULE	
Serial Number:	77184348	ENERGY JOULE	
Serial Number:	77463387	CPOWER	
Serial Number:	77892549	CPOWERPULSE	
CORRESPONDENCE DATA			
Fax Number:	(214)758-1550		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-758-1509		
Email:	vwalker@pattonboggs.com		
Correspondent Name:	Vicky Walker		
Address Line 1:	2001 Ross Avenue, Suite 3000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	023854.0128		

OP \$140.00 78707020

NAME OF SUBMITTER:	Vicky Walker, Senior Paralegal
Signature:	/Vicky Walker/
Date:	01/05/2010
Total Attachments: 6 source=CPower IP Security Agreement#page1.tif source=CPower IP Security Agreement#page2.tif source=CPower IP Security Agreement#page3.tif source=CPower IP Security Agreement#page4.tif source=CPower IP Security Agreement#page5.tif source=CPower IP Security Agreement#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 31, 2009 by and between Escalate Capital I, L.P. ("**Lender**") and CPower, Inc. ("**Borrower**").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the "**Loan Agreement**"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature page follows.]


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Borrower:

17 State Street
17th Floor
New York, NY 10004

BORROWER:

CPOWER, INC.

By: 
Name: _____
Title: _____

Address of Lender:

150 Almaden Blvd., Suite 925
San Jose, CA 95113

with a copy to:

300 West Sixth Street, Suite 2250
Austin, Texas 78701

LENDER:

ESCALATE CAPITAL I, L.P.,
a Delaware limited partnership

By: Escalate Capital Management I,
its general partner

By: EC Management I, L.P.,
a general partner

By: Escalate Capital Management Co., LLC,
its general partner

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

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New York, NY 10004

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CPOWER, INC.

By: _____

Name: _____

Title: _____

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150 Almaden Blvd., Suite 925
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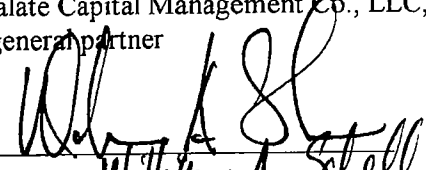
LENDER:

ESCALATE CAPITAL I, L.P.,
a Delaware limited partnership

By: Escalate Capital Management I,
its general partner

By: EC Management I, L.P.,
a general partner

By: Escalate Capital Management Co., LLC,
its general partner

By: 
Name: William A. Schell
Title: Member

SCHEDULE A
Copyrights

None.

SCHEDULE B

Patents

None.

SCHEDULE C

Trademarks

	MARK	SERIAL NO.	REG. NO./DATE	SERVICES	STATUS
1	CONSUMERPOWERLINE	78/707020 (Filed on 09/06/2005)	3129643 (Registered on 8/15/2006)	Consulting services in the field of energy conservation measures that generate savings and revenue for building owners, managers, and tenants (Int'l Class 35)	Registered
2	HOME JOULE	78/895870 (Intent -to-Use Application filed on 5/30/2006)	3,314,631 (Registered on 10/16/2007)	Data display device, namely, an LCD screen using numbers, text, graphics, and LED colors to display data relating to hourly energy prices, building or apartment energy usage, possible energy shortages, and the presence of incentives for responsible energy usage, to help consumers make informed decisions about personal or business energy usage (Int'l Class 9)	Registered
3	ENERGY JOULE	77/184,348 (Intent-to-Use Application filed on 5/18/2007)		Data display device, namely, an LCD screen using numbers, text, graphics, and LED colors to display data relating to hourly energy prices, building or apartment energy usage, possible energy shortages, and the presence of incentives for responsible energy usage, to help consumers make informed decisions about personal or business energy usage (Int'l Class 9)	Notice of Allowance issued on 2/19/2008; Third request for extension of time to file a Statement of Use approved on 9/12/2009. Statement of Intent to Use due 2/19/2010.
4	CPOWER	77463387 (Intent-to-Use Application filed on 5/1/2008)	3,624,384 (Registered on 5/19/2009)	Energy usage management information series; Information in the field of energy management.	Registered
5	CPOWERPULSE	77/892,549 (intent to use application filed on 12/14/09)		Energy usage management information series; Information in the field of energy management.	