

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
NWP Services Corporation		05/24/2010	CORPORATION: DELAWARE
NWP Acquisition Corporation		05/24/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Strome Mezzanine Fund, LP		
Street Address:	100 Wilshire Blvd.		
Internal Address:	Suite 1750		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90401		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3429023	RESIDENT ONEBILL	
Registration Number:	3332152	ABREEZE	
Registration Number:	2714649	VIASTAR	
Registration Number:	2797800	EIS+	
Registration Number:	3136421	NWP SERVICES CORPORATION	
CORRESPONDENCE DATA			
Fax Number:	(734)930-2494		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	734-761-3780		
Email:	asujek@bodmanllp.com		
Correspondent Name:	Angela Alvarez Sujek - Bodman LLP		
Address Line 1:	201 South Division, Ste 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		

OP \$140.00 3429023

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	06/17/2010
Total Attachments: 6 source=NWP IPSA#page1.tif source=NWP IPSA#page2.tif source=NWP IPSA#page3.tif source=NWP IPSA#page4.tif source=NWP IPSA#page5.tif source=NWP IPSA#page6.tif	

SUBORDINATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Subordinated Intellectual Property Security Agreement is entered into as of May 24, 2010, by and between STROME MEZZANINE FUND, LP ("Lender") and NWP SERVICES CORPORATION ("Parent") and NWP ACQUISITION CORPORATION ("Acquisition Co." and, collectively with Parent, "Borrower")

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower (the "Loans") in the amounts and manner set forth in that Subordinated Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Borrower, but only upon the condition, among others, that Borrower shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Borrower under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in all of Borrower's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Borrower and Lender, Borrower hereby represents, warrants, covenants and 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 and pledges to Lender a security interest in all of Borrower's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Trademarks and Patents listed on Exhibits A, B and C hereto), and including without limitation 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. The rights of Lender in the Intellectual Property Collateral are subordinated in accordance with the terms of the Subordination Agreement of even date herewith, between Lender and Comerica Bank.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Subordinated Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Borrower represents and warrants that Exhibits 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, 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.

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

BORROWER:

Address of Borrower:

22 Executive Park
Irvine, CA 92614

Attn: Chief Executive Officer

NWP SERVICES CORPORATION

By: 

Title: VP

NWP ACQUISITION CORPORATION

By: 

Title: VP

LENDER:

Address of Lender:

c/o Strome Investment Management, LP
Mark E. Strome
100 Wilshire Blvd.
Suite 1750
Santa Monica, California 90401

Strome Mezzanine Fund, L.P.

By: Strome, LLC,
its General Partner

By: Strome Group, L.P.,
its sole member

By: Strome Group, Inc.,
its general partner

By: _____
Name: Mark Strome
Title: Chairman of the Board of Directors

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

BORROWER:

Address of Borrower:

22 Executive Park
Irvine, CA 92614

Attn: Chief Executive Officer

NWP SERVICES CORPORATION

By: _____

Title: _____

NWP ACQUISITION CORPORATION

By: _____

Title: _____

LENDER:

Address of Lender:

c/o Strome Investment Management, LP
Mark E. Strome
100 Wilshire Blvd.
Suite 1750
Santa Monica, California 90401

Strome Mezzanine Fund, L.P.

By: Strome, LLC,
its General Partner

By: Strome Group, L.P.,
its sole member

By: Strome Group, Inc.,
its general partner

By: _____

Name: Mark Strome

Title: Chairman of the Board of Directors

EXHIBIT A

Copyrights

Title	Reg. No	Reg. Date	Owner
NW&P technologies next gen module I	TXu00923078	10/15/99	National Water & Power, Inc.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
RESIDENT ONEBILL	78/968996	9/7/06	3,429,023	5/13/08	NWP Services Corporation
ABREEZE	78/825871	2/28/06	3,332,152	11/6/07	NWP Services Corporation
VIASTAR	78/072599	7/6/01	2,714,649	5/6/03	NWP Services Corporation
EIS+	78/210831	2/4/03	2,797,800	12/23/03	National Water & Power, Inc.
NWP SERVICES CORPORATION	78/156987	8/22/02	3,136,421	8/29/06	National Water & Power, Inc.