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
CURRENT, LP		106/25/2010	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	CEPB, LLC
Street Address:	5430 LBJ Freeway
Internal Address:	Suite 800
City:	Dallas
State/Country:	TEXAS
Postal Code:	75240
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	77242964	ITS EASY TO BE GREEN
Serial Number:	77185947	ITS EASY TO BE GREEN
Registration Number:	3445752	С
Registration Number:	3460580	CURRENT ENERGY
Registration Number:	3470396	CURRENT ENERGY
Registration Number:	3482926	CURRENT ENERGY
Registration Number:	3470397	
Registration Number:	3469879	THE WORLD'S FIRST ENERGY EFFICIENCY STORE
Registration Number:	3469880	THE WORLD'S FIRST ENERGY EFFICIENCY STORE
Registration Number:	3456676	WE'LL PLUG YOU IN

CORRESPONDENCE DATA

Fax Number: (214)200-0458

TRADEMARK REEL: 004237 FRAME: 0696

900166352

Correspondence will be sent via US Mail when the fax attempt is unsuccessful. Phone: (214) 651-5148 Email: april.reasoner@haynesboone.com Correspondent Name: Gavin George Address Line 1: Haynes and Boone, LLP Address Line 2: 2323 Victory Avenue, Suite 700 Address Line 4: Dallas, TEXAS 75219 ATTORNEY DOCKET NUMBER: 35687.18 NAME OF SUBMITTER: Gavin George Signature: /Gavin George/ Date: 07/07/2010 **Total Attachments: 5** source=Assignment#page1.tif source=Assignment#page2.tif

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made effective as of June 25, 2010 (the "Effective Date"), by Current, LP, a Texas limited partnership, Current Energy Controls, LP, a Texas limited partnership, (collectively, the "Assignors"), and CEPB, LLC, a Texas limited liability company (the "Assignee").

RECITALS

- A. In connection with that certain Pledge and Security Agreement dated as of July 8, 2009, by and among HW SHAPP LP, LLC, a Texas limited liability company ("HW SHAPP) and Assignors (the "Pledge and Security Agreement"), Assignors assigned and pledged to HW SHAPP a security interest in all right, title and interest in and to the patents, patent applications, trademarks, and trademark applications appended therefor ("Intellectual Property") on the attached Attachment A.
- B. Under the Pledge and Security Agreement, HW SHAPP was authorized by the Assignors to sell the Intellectual Property in the event of a default by Assignors.
- C. Assignors defaulted under the Pledge and Security Agreement, and in connection with that certain public, non-judicial foreclosure sale of the Intellectual Property on June 25, 2010, HW SHAPP accepted the bid of Assignee to purchase the Intellectual Property.
- D. Assignee desires to obtain all right, title and interest in the Intellectual Property according to the terms of this Assignment.
- NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:
- Section 1. <u>Assignment</u>. Assignors hereby assign and transfer to Assignee, its successors, assigns and legal representatives, the entire world-wide right, title and interest in and to the Intellectual Property, including, without limitation, all associated goodwill, all applications, divisions, reissues, reexaminations, renewals, substitutions, continuations, extensions and foreign counterparts thereof, and the right to sue for, settle or release any past, present or future infringement, misuse or misappropriation of any of the Intellectual Property.
- Section 2. <u>Assistance</u>. From time to time, as and when requested by Assignee, Assignors shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take, or cause to be taken, all further or other actions as Assignee may reasonably deem necessary or desirable to consummate the transactions contemplated by this Assignment, including, in the case of Assignors, executing and delivering to Assignee such assignments, deeds, bills of sale, consents, powers of attorney, declarations, affidavits and other instruments as Assignee or its counsel may reasonably request as necessary or desirable for such purpose. Further, at Assignee's expense, Assignors and their successors and assigns shall testify in any legal proceedings, sign all lawful papers, make all lawful oaths and generally do everything possible to vest title to the

TRADEMARK REEL: 004237 FRAME: 0698 Intellectual Property in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Intellectual Property.

Section 3. <u>Counterparts</u>. This Assignment may be executed in any number of original, facsimile or portable document format (pdf) counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

Section 4. <u>GOVERNING LAW</u>. THIS ASSIGNMENT WILL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

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IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment as of the Effective Date.

ASSIGNEE:

CEPB, LLC

a Texas limited liability company

Name:

Title:

Executive Vice President

ASSIGNORS:

Current, LP,

a Texas limited partnership

By: HW SHAPP LP, LLC,

a Texas limited liability company

in its capacity as secured party

By:Hillwood Investment Properties II, L.P.,

a Texas limited partnership

its Managing Member

By:Hillwood Holding Corporation,

a Texas corporation,

its General Partner

Name: __Robert T. Vicente

Title: Fxecutive Vice President

Current Energy Controls, LP, a Texas limited partnership

> By: HW SHAPP LP, LLC, a Texas limited liability company

in its capacity as secured party

By:Hillwood Investment Properties II, L.P.,

a Texas limited partnership

its Managing Member

By:Hillwood Holding Corporation,

a Texas corporation.

its General Partner

Name: Robert T. Vicente

Title:

Executive Vice President

Attachment A

PATENTS			
Title	Owner	Patent Number	Date of Patent
Internet Based Distributed Control System	Current Energy Controls, LP	6,782,294	August 24, 2004
System and Method for Automated Parameter Measurement	Current Energy Controls, LP	7,711,515	May 4, 2010

PATENT APPLICATIONS					
Title Owner Patent Number Date of Filing					
Autonomous Ventilation System	Current Energy Controls, LP	11/947,924	November 30, 2007		
Autonomous Ventilation System	Current Energy Controls, LP	12/050,473	October 15, 2008		

TRADEMARKS					
Mark	Owner	Serial Number	Date of Registration		
C	Current, LP	3,445,752	June 10, 2008		
(Class 35 - Retail Services, Class 37 - Installation, and Class 42 - Design and Monitoring)					
CURRENT ENERGY (Class 37 - Installation and Class 42 - Design and Monitoring)	Current, LP	3,460,580	July 8, 2008		
CURRENT ENERGY (Class 35 - Retail Services)	Current, LP	3,470,396	July 22, 2008		
CURRENT ENERGY CURRENT ENERGY (Class 35 - Retail Services, Class 37	Current, LP	3,482,926	August 12, 2008		
- Installation, and Class 42 - Design and Monitoring)	Current, LP	3,470,397	July 22, 2008		
	Current, LF	3,410,381	July 22, 2006		

Attachment to Intellectual Property Assignment

(Class 35 - Retail Services)			
THE WORLD'S FIRST ENERGY	Current, LP	3,469,879	July 15, 2008
EFFICIENCY STORE (Class 35 -			
Retail Services)			
THE WORLD'S FIRST ENERGY	Current, LP	3,469,880	July 15, 2008
EFFICIENCY STORE (Class 37 -			
Installation and Class 42 - Design			
and Monitoring)			
WE'LL PLUG YOU IN	Current, LP	3,456,676	July 1, 2008
(Class 35 - Retail Services)			

TRADEMARK APPLICATIONS			
Mark	Owner	Serial Number	Date of Filing
ITS EASY TO BE GREEN (Class 35 - Retail Services)	Current, LP	77/242,964	July 31, 2007
ITS EASY TO BE GREEN (Class 37 - Installation Services and Class 42 - Design and Monitoring Services)	Current, LP	77/185,947	May 21, 2007

Attachment to Intellectual Property Assignment

D-IP Assignment to CEPB (2).doc

RECORDED: 07/07/2010

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