

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Escalate Capital I, L.P.		07/28/2010	LIMITED PARTNERSHIP: UNITED STATES
RECEIVING PARTY DATA			
Name:	Escalate Capital Partners SBIC I, L.P.		
Street Address:	150 Almaden Blvd.		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95713		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3129643	CONSUMERPOWERLINE	
Registration Number:	3314631	HOME JOULE	
Serial Number:	77184348	ENERGY JOULE	
Registration Number:	3624384	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, Patton Boggs LLP		
Address Line 1:	2000 McKinney Avenue, Suite 1700		
Address Line 4:	Dallas, TEXAS 75201		

OP \$140.00 3129643

ATTORNEY DOCKET NUMBER:	023854.0128
NAME OF SUBMITTER:	Vicky Walker, Senior Paralegal
Signature:	/s/ Vicky Walker
Date:	08/04/2010
Total Attachments: 6 source=A&R Intellectual Prop Security Agmt#page1.tif source=A&R Intellectual Prop Security Agmt#page2.tif source=A&R Intellectual Prop Security Agmt#page3.tif source=A&R Intellectual Prop Security Agmt#page4.tif source=A&R Intellectual Prop Security Agmt#page5.tif source=A&R Intellectual Prop Security Agmt#page6.tif	

**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement ("IP Security Agreement") is entered into as of July 28, 2010 by and between Escalate Capital Partners SBIC I, L.P. (as successor in interest to Escalate Capital I, L.P. ("Escalate I"), "Lender") and CPower, Inc. ("Borrower").

RECITALS

On or before the date hereof, Escalate I assigned to Lender all of Escalate I's rights and obligations under that certain Loan and Security Agreement by and between Lender and Borrower dated as of December 31, 2009 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement.

Escalate I and Borrower are party to that certain Intellectual Property Security Agreement dated as of December 31, 2009 (as amended, restated, supplemented, or otherwise modified from time to time, the "Existing IP Security 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 Exhibits 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 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 IP Security 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.

On the date hereof, the Existing IP Security Agreement shall be amended, restated, and superseded in its entirety by this Agreement. The parties hereto acknowledge and agree that the liens and security interests granted under the Existing IP Security Agreement are continuing and in full force and effect and, upon the amendment and restatement of the Existing IP Security Agreement pursuant to this IP Security Agreement, such liens and security interests secure and continue to secure the payment of the Obligations.

[Signature page follows.]


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

BORROWER:

CPOWER, INC.

Address of Borrower:

17 State Street, 17th Floor
New York, NY 10004

By: 
Name: M MELE
Title: CEO

LENDER:

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

Address of Lender:

150 Almaden Blvd.
San Jose, CA 95713
Attn: Simon James

By: Escalate SBIC Capital Management, LLC
its general partner

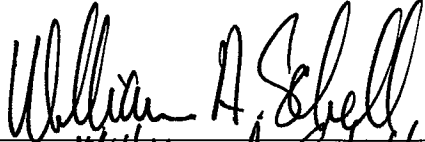
By: 
Name: William A. Schell
Title: Member

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		

EXHIBIT B

Patents

None.

EXHIBIT 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.	

Exhibit C

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RECORDED: 08/04/2010

TRADEMARK
REEL: 004254 FRAME: 0811