

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
Energy Billing Services, Inc.		07/17/2010	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Rabobank, N.A.		
Street Address:	33 East Carrillo		
City:	Santa Barbara		
State/Country:	CALIFORNIA		
Postal Code:	93101		
Entity Type:	National Assoc.:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3408064	ENERGY BILLING SYSTEMS, INC.	
CORRESPONDENCE DATA			
Fax Number:	(916)444-8334		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	slavoie@mhalaw.com		
Correspondent Name:	Sandra Lavoie		
Address Line 1:	500 Capitol Mall, 18th Floor		
Address Line 4:	Sacramento, CALIFORNIA 95814		
ATTORNEY DOCKET NUMBER:	36391/0069 ENERGY BILLING		
NAME OF SUBMITTER:	Sandra Lavoie		
Signature:	/Sandra Lavoie/		
Date:	08/30/2010		
Total Attachments: 9			

OP \$40.00 3408064

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COLLATERAL ASSIGNMENT OF TRADEMARKS AND SECURITY AGREEMENT

This agreement is dated as of July 17, 2010. It is between ENERGY BILLING SERVICES, INC., a Colorado corporation ("Grantor"), and RABOBANK, N.A., a national banking association ("Secured Party").

Secured Party has extended credit to YARDI SYSTEMS, INC., a California corporation ("Borrower"), under the terms and conditions of the Credit Agreement between Borrower and Secured Party dated as of the date of this agreement (the "Credit Agreement"). Each capitalized term used in this agreement that is defined in the Credit Agreement and not defined in this agreement will have the meaning specified in the Credit Agreement. This agreement will be interpreted in accordance with the Drafting Conventions.

Grantor will derive material direct and indirect financial and other benefits from Secured Party's extension of credit to Borrower under the Credit Agreement. To induce Secured Party to extend credit to Borrower, and in consideration thereof, Grantor agrees as follows:

ARTICLE 1- THE COLLATERAL

Grantor collaterally assigns and grants to Secured Party a security interest in all of the following property now owned or hereafter acquired by Grantor (collectively, the "Collateral"):

(a) all state (including common law), federal and foreign trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Grantor and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office, any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, and the right (but not the obligation) to register claims under any state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of Secured Party for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(b) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(c) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Grantor's business symbolized by the Trademarks or associated therewith; and

(d) all products and proceeds of any and all of the foregoing (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing.

ARTICLE 2 - SECURED OBLIGATIONS

This agreement is to secure the payment and performance of the following (collectively, the "Secured Obligations") in any order of priority that Secured Party may choose:

(a) all Obligations (defined in the Credit Agreement), including the Term Loan Note dated as of the date of this agreement, from Borrower to Secured Party in the original principal amount of \$5,600,000.00 (the "Note");

(b) all obligations to Secured Party created under the instruments or agreements evidencing or securing Secured Party's loan number 9421367301 evidenced by the Promissory Note dated as of April 22, 2008, by Borrower in the

original principal amount of \$12,000,000.00 (collectively, the "Cross Collateral Obligations", and those instruments and agreements, the Cross Collateral Documents");

- (c) all obligations of Grantor under this agreement;
- (d) all obligations of Grantor to Secured Party, whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether obligatory or non-obligatory; whether due or not due, whether absolute or contingent, or whether incurred directly or acquired by assignment or otherwise, under the terms and conditions of any other written instrument or agreement executed by Grantor and which specifically recites that those obligations are secured by this agreement; and
- (e) any of the foregoing that arises after the filing of a petition by or against Grantor under an Insolvency Proceeding.

ARTICLE 3 – GRANTOR REPRESENTATIONS

3.01 Representations. Grantor represents to Secured Party that:

- (a) the legal name of Grantor is as appears in the first paragraph of this agreement;
- (b) Grantor has not used any trade name, assumed name or other name except Grantor's name stated in the first paragraph of this agreement;
- (c) except for Liens expressly permitted under the terms of the Credit Agreement, Grantor has not assigned or granted any security interest in any of the Collateral except to Secured Party; and
- (d) there are no claims, actions, proceedings or investigations pending or threatened against Grantor or affecting the Collateral with respect to any violations of Applicable Laws.

3.02 Information Accurate and Complete. Grantor's submission of any report, record or other information pertaining to the condition or operations, financial or otherwise, of Grantor, from time to time, whether or not required under this agreement, will be deemed accompanied by a representation by Grantor that the report, record or information is complete and accurate in all material respects as to the condition or operations of Grantor (and, if applicable, Grantor's Subsidiaries, Affiliates, partners, shareholders, members, or other principals), including, without limitation, all material contingent liabilities.

ARTICLE 4 – NEW OR OTHER TRADEMARKS

Grantor represents and warrants that, based on a diligent investigation by Grantor, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Grantor. If, before the Secured Obligations have been satisfied in full, Grantor shall: (a) become aware of any existing Trademarks of which Grantor has not previously informed Secured Party; (b) obtain rights to any new rights to any new trade names, trademarks, service marks, designs, or trademark, service mark or trade name registrations, or (c) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of Article 1 shall automatically apply thereto and Grantor shall give to Secured Party prompt written notice thereof. Grantor hereby irrevocably authorizes Secured Party to modify this agreement by amending Schedule A to include any such Trademarks.

ARTICLE 5 – POWER OF ATTORNEY

Grantor hereby irrevocably constitutes and appoints Secured Party (and any of Secured Party's officers or employees or agents designated by Secured Party) as Grantor's true and lawful attorney-in-fact with full power and authority, to sign the name of Grantor on all or any of such documents or instruments and make such filings and recordings as Secured Party deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of Secured Party's security interest in, the Collateral. The power of attorney set forth in this Article is coupled with an interest and is irrevocable until the Secured Obligations have been paid and performed in full.

ARTICLE 6 – GRANTOR COVENANTS

Until such time as all Secured Obligations have been paid in full:

Yardi Systems, Inc.
Security Agreement

- (a) Grantor shall properly preserve, maintain and care for the Collateral and defend the Collateral against any adverse claims and demands and maintain completed and accurate books and records with respect to the Collateral and any proceeds or collections;
- (b) Grantor shall notify Secured Party in writing prior to any change in (i) Grantor's name, identity or business structure or (ii) the location(s) of (A) Grantor's place of business or Grantor's chief executive office if Grantor has more than one place of business, (B) Grantor's state of organization, or (C) Grantor's books and records concerning any Collateral;
- (c) Grantor shall promptly notify Secured Party in writing of any event which affects the value of the Collateral, the ability of Grantor or Secured Party to dispose of the Collateral, or the rights and remedies of Secured Party in relation thereto, including, but not limited to, the levy of any legal process against any Collateral and the adoption of any marketing order, arrangement or procedure affecting the Collateral, whether governmental or otherwise;
- (d) except for Liens expressly permitted under the terms of this agreement or the Credit Agreement, Grantor will not grant any security interest in any of the Collateral except to Secured Party, and will keep the Collateral free of all Liens, claims, security interests and encumbrances of any kind or nature except the security interest of Secured Party and such permitted Liens;
- (e) Grantor shall pay all costs necessary to preserve, defend, enforce and collect the Collateral, including but not limited to taxes, assessments, insurance premiums, repairs, rent, storage costs and expenses of sales, and any costs to perfect Secured Party's security interest. Without waiving Grantor's default for failure to make any such payment, Secured Party at its option may pay any such costs and expenses, discharge encumbrances on the Collateral, and pay for insurance of the Collateral, and such payments shall be a part of the Secured Obligations and bear interest at the rate set out in the Secured Obligations. Grantor agrees to reimburse Secured Party on demand for any costs so incurred;
- (f) until Secured Party exercises its rights to make collection, Grantor will diligently collect all Collateral;
- (g) Grantor will not sell, lease, agree to sell or lease, or otherwise dispose of any Collateral;
- (h) Grantor will execute and deliver such additional documents as may be reasonably requested by Secured Party in connection with Secured Party's security interest in the Collateral;
- (i) Grantor shall prosecute diligently any trademark applications of the Trademarks pending as of the date of this agreement or thereafter, shall make federal application on registrable but unregistered Trademarks, file and prosecute opposition and cancellation proceedings and do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks;
- (j) Grantor shall preserve and maintain all rights in the Collateral, as commercially reasonable;
- (k) Grantor shall ensure that the Trademarks are and remain enforceable, as commercially reasonable;
- (l) Grantor shall maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices;
- (m) Grantor shall allow Secured Party and its employees and agents to visit Grantor's plants and facilities which publish or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto upon reasonable notice to Grantor and at reasonable times during regular business hours;
- (n) Grantor will not enter into any agreement (including any license agreement) that is inconsistent with Grantor's obligations under this agreement, without Grantor's prior written consent; and
- (o) Grantor shall not abandon any Trademark without the consent of Secured Party, which consent shall not be unreasonably withheld.

ARTICLE 7- ADDITIONAL OPTIONAL REQUIREMENTS

- 7.01 **Secured Party Rights.** Secured Party may at its option at any time, whether or not Grantor is in default:

(a) require Grantor to deliver to Secured Party (i) copies of or extracts from the books and records pertaining to the Collateral, (ii) records and schedules which show the status and condition of the Collateral and where it is located, and (iii) information on any contracts or other matters affecting the Collateral;

(b) require Grantor to permit Secured Party to inspect the Collateral;

(c) require Grantor to furnish to Secured Party a list of the buyers, processors, commission merchants, cooperatives, or selling agents to or through whom Grantor sells any farm product or other Collateral; and in the event that Grantor thereafter sells farm products or other Collateral to or through a Person not identified in the list, Grantor shall notify Secured Party of the sale not less than seven (7) days prior to the sale;

(d) upon the occurrence of an Event of Default, notify or require Grantor to notify any licensees of any of the Collateral or any other Persons of Secured Party's interest in the Collateral; and

(e) upon the occurrence of an Event of Default, notify or require Grantor to notify any account debtor to forward all payments and proceeds of the Collateral to Secured Party.

7.02 Proceedings by Grantor. Grantor may bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks, in which event Secured Party may, if necessary, be joined as a nominal party to such suit if Secured Party shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Grantor shall promptly, upon demand, reimburse and indemnify Secured Party for all losses, liabilities, damages, costs and expenses, including attorney's fees, incurred by Secured Party in the fulfillment of the provisions of this Section 7.02.

ARTICLE 8 - EVENTS OF DEFAULT AND REMEDIES

8.01 Events of Default. The following each shall be an event of default under this agreement (an "Event of Default"):

(a) an Event of Default under the Credit Agreement; and

(b) Grantor breaches any term, provision, warranty or representation under this agreement.

8.02 Remedies. Upon the occurrence of an Event of Default, Secured Party may:

(a) pursue any or all remedies as set forth in this agreement or the Credit Agreement;

(b) enforce the security interest given hereunder or any other instrument or agreement pursuant to the UCC and any other Applicable Law;

(c) require Grantor to segregate all collections and proceeds of the Collateral so that they are capable of identification and deliver daily such collections and proceeds to Secured Party in kind;

(d) require Grantor to assemble the Collateral, including the books and records relating thereto, and make them available to Secured Party at a place designated by Secured Party;

(e) demand and collect any payments on and proceeds of the Collateral;

(f) grant extensions and compromise or settle claims with respect to the Collateral for less than face value, upon reasonable prior notice to Grantor as may be required under the UCC;

(g) use or transfer any of Grantor's rights and interests in the Collateral if Secured Party deems such use or transfer necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral;

(h) have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral. Grantor hereby consents to the appointment of such a receiver and agrees not to oppose any such appointment;

(i) take such measures as Secured Party may deem necessary or advisable to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral; and

(j) without notice or demand to Grantor, set off and apply against any and all of the Secured Obligations any and all deposits (general or special, time or demand, provisional or final) and any other Secured Obligations, at any time held or owing by Secured Party or any of Secured Party's agents or affiliates to or for the credit of the account of Grantor or any guarantor or endorser of the Secured Obligations.

8.03 Action to Enforce Trademarks. In addition to other rights and remedies of Secured Party under this agreement, at law, or in equity, after the occurrence of an Event of Default, Secured Party may, but shall not be obligated to, bring suit in its own name to enforce the Trademarks and, if Secured Party shall commence any such suit, Grantor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement. Grantor shall promptly, upon demand, reimburse and indemnify Secured Party for all costs and expenses incurred by Secured Party in the exercise of its rights under this Section 8.03.

ARTICLE 9- NON-OBLIGOR GRANTOR PROVISIONS

(a) Grantor authorizes Secured Party to perform any of the following acts at any time, all without notice to Grantor and without affecting the rights of Secured Party or Grantor obligations under this agreement: (i) alter any terms of the Credit Agreement or any other Loan Document any part of them, including renewing, compromising, extending or accelerating, or otherwise changing the time for payment of, or increasing or decreasing the rate of interest on, the Obligations; (ii) take and hold security for the Obligations, accept additional or substituted security for the Obligations, and subordinate, exchange, enforce, waive, release, compromise, fail to perfect, sell or otherwise dispose of any such security; (iii) apply any security now or later held for the Obligations in any order that Secured Party may choose, and may direct the order and manner of any sale of all or any part of it and bid at any such sale; (iv) release Borrower of its liability for the Obligations or any of them; (v) substitute, add or release any one or more guarantors or endorsers of the Obligations; and (vi) extend other credit to Borrower, and may take and hold security for the credit so extended, whether or not such security also secures the Obligations. Nothing contained in this Section 9(a) shall be construed as the authorization by or consent of Borrower for Secured Party to modify or amend the terms or conditions of the Loan Documents without the agreement of Borrower thereto.

(b) Grantor waives: (i) any right to require Secured Party to proceed against Borrower, proceed against or exhaust any security held from Borrower, or pursue any other remedy in Secured Party's power to pursue; (ii) any defense based on any legal disability of Borrower, any discharge or limitation of the liability of Borrower to Secured Party, whether consensual or arising by operation of law or any bankruptcy, reorganization, receivership, insolvency, or debtor relief proceeding, or from any other cause, or any claim that Grantor's obligations exceed or are more burdensome than those of Borrower; (iii) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this agreement and of the existence, creation, or incurring of new or additional indebtedness of Borrower, and demands and notices of every kind; (iv) any defense based on or arising out of any defense that Borrower may have to the payment or performance of the Obligations or any of them; and (v) until the Obligations have been paid and performed in full, all rights of subrogation, reimbursement, indemnification and contribution (contractual, statutory or otherwise), including any claim or right of subrogation under the Bankruptcy Code (Title 11 of the U.S. Code) or any successor statute, all rights to enforce any remedy that Secured Party may have against Borrower, and all rights to participate in any security now or later to be held by Secured Party for the Obligations.

(c) Grantor waives any rights or defenses that are or may become available to Grantor by reason of Sections 2787 to 2855, inclusive, of the California Civil Code.

(d) Grantor assumes full responsibility for keeping informed of Borrower's financial condition and business operations and all other circumstances affecting Borrower's ability to pay and perform its obligations to Secured Party, and agrees that Secured Party will have no duty to disclose to Grantor any information which Secured Party may receive about Borrower's financial condition, business operations, or any other circumstances bearing on its ability to perform.

(e) No provision or waiver in this agreement shall be construed as limiting the generality of any other provision or waiver contained in this agreement.

ARTICLE 10 - NOTICES

All notices, approvals, consents, and other communications, under this agreement ("Notices") must be given in accordance with and will be subject to the terms and provisions of the Credit Agreement. Notices must be mailed or delivered, if to Grantor, to the address adjacent to Grantor's signature below; if to Secured Party, to 33 East Carrillo St., 2nd Floor, Santa Barbara, CA 93101, Attention: Mr. Jason Wilson; and in the case of any other Person, to the address designated by that Person in a notice to Grantor and Secured Party.

ARTICLE 11 - MISCELLANEOUS

11.01 Other Acts. Grantor shall cooperate with Secured Party for the purposes of, and perform all acts which may be necessary or advisable to perfect any Lien provided for in this agreement or to carry out the intent of this agreement. Promptly (but in no event more than ten days) after request by Secured Party, Grantor will execute, acknowledge and deliver any document which Secured Party deems necessary or advisable for these purposes, and will, on demand, pay any expenses incurred by Secured Party in the preparation, execution and filing of any such documents. Grantor hereby authorizes Secured Party to record this agreement, as it may be modified and amended as contemplated in Article 4 or otherwise, in the United States Patent and Trademark Office.

11.02 Entire Agreement. The Credit Agreement, the other Loan Documents, and each other agreement or instrument made or entered into in connection with each of the Secured Obligations (collectively, the "Secured Obligation Documents"), collectively: (i) represent the sum of the understandings and agreements between Secured Party and Grantor concerning this credit; (ii) replace any prior oral or written agreements between Secured Party and Grantor concerning this credit; and (iii) are intended by Secured Party and Grantor as the final, complete and exclusive statement of the terms agreed to by them. The Secured Obligation Documents also grant further rights to Secured Party and contain further agreements and affirmative and negative covenants by Grantor which apply to this agreement and to the Collateral.

11.03 No Waiver or Cure. Each waiver by Secured Party must be in writing, and no waiver is to be construed as a continuing waiver. No waiver is to be implied from any delay or failure by Secured Party to take action on account of any default of Grantor. Consent by Secured Party to any act or omission by Grantor must not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Secured Party consent to be obtained in any future or other instance. The exercise by Secured Party of any right or remedy under this agreement or the other Secured Obligation Documents or under Applicable Law, shall not: cure or waive a breach, Event of Default or notice of default under this agreement or invalidate any act performed pursuant to any such default or notice; or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed and all other defaults under the Secured Obligation Documents, have been cured); or impair the security of this agreement; or prejudice Secured Party, or any receiver appointed in accordance with this agreement, in the exercise of any right or remedy afforded any of them under this agreement; or be construed as an affirmation by Secured Party of any tenancy, lease or option, or a subordination of the Lien of this agreement.

11.04 Waiver of Marshalling. Grantor waives all rights, legal and equitable, it may now or hereafter have to require marshalling of assets or to require upon foreclosure sales of assets in a particular order, including any rights provided by California Civil Code Sections 2899 and 3433, as such Sections may be amended from time to time. Each successor and assign of Grantor, including any holder of a Lien subordinate to this agreement, by acceptance of its interest or Lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

11.05 Joint and Several Obligations. If Grantor consists of more than one Person, each Grantor (a) acknowledges that this agreement is the independent and several obligation of each Grantor and may be enforced against each Grantor separately, whether or not enforcement of any right or remedy hereunder has been sought against any other Grantor; and (b) agrees that its liability hereunder and under any other Secured Obligation Document shall be absolute, unconditional, continuing and irrevocable. GRANTOR EXPRESSLY WAIVES ANY REQUIREMENT THAT SECURED PARTY EXHAUST ANY RIGHT, POWER OR REMEDY AND PROCEED AGAINST THE OTHER GRANTORS UNDER THIS AGREEMENT, OR ANY

OTHER SECURED OBLIGATION DOCUMENTS, OR AGAINST ANY OTHER PERSON UNDER ANY GUARANTY OF, OR SECURITY FOR, ANY OF THE SECURED OBLIGATIONS.

11.06 Authority to Bind Grantor. If Grantor is comprised of multiple Persons, any Person comprising Grantor is hereby authorized to bind all parties comprising Grantor. Secured Party may, at any time and without notice, waive any prior requirement that requests, authorizations, or other actions be taken only by a Designated Person.

11.07 Binding Effect: Successors and Assigns. This agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns; provided that Grantor shall not assign its rights or obligations hereunder without Secured Party's consent. However, this Paragraph does not waive the provisions of Article 6, Clause (k), and Grantor shall not assign its rights or obligations hereunder without the consent of Secured Party. Secured Party may transfer all or any portion of its rights under the Secured Obligation Documents to any other Person. Secured Party may disclose to any actual or proposed transferee any information that Grantor has delivered to Secured Party in connection with the negotiation of this agreement or pursuant to the Secured Obligation Documents, and Grantor shall cooperate fully with Secured Party in providing that information to any actual or proposed transferee.

11.08 Rights and Remedies Cumulative. All rights and remedies under this agreement and the Secured Obligation Documents are cumulative, and the exercise of any one or more of them does not constitute an election of remedies.

11.09 Secured Party's Rights and Powers. The rights and powers conferred upon Secured Party under this agreement are solely to protect its interests in the Collateral and shall not impose any duty upon Secured Party to exercise any such rights or powers. Secured Party shall be accountable only for amounts that Secured actually receives as a result of the exercise of such rights and powers and neither Secured Party nor any of its officers, directors, employees or agents shall be responsible to Grantor for any act or failure to act, except for Secured Party's own gross negligence or willful misconduct.

11.10 Severability. Any provision of any Secured Obligation Document which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of that Secured Obligation Document or affecting the validity or enforceability of that provision in any other jurisdiction; except that if such provision relates to the payment of any monetary sum, then Secured Party may, at its option, declare all Secured Obligations immediately due and payable.

11.11 Amendments in Writing. Except as provided in Article 4, this agreement may not be amended, changed, modified, altered or terminated without the prior written consent of Secured Party.

11.12 Governing Law. This agreement shall be governed and interpreted by applying the laws of the State of California (the "Governing Law State") without regard to its conflict of laws principles.

11.13 JURISDICTION AND VENUE. GRANTOR IRREVOCABLY AGREES THAT, AT THE OPTION OF SECURED PARTY, ALL ACTIONS, PROCEEDINGS OR COUNTERCLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT WILL BE LITIGATED IN THE SUPERIOR COURT OF CALIFORNIA, SANTA BARBARA COUNTY, CALIFORNIA, OR THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA. GRANTOR IRREVOCABLY CONSENTS TO SERVICE, JURISDICTION, AND VENUE OF THOSE COURTS FOR ALL SUCH ACTIONS, PROCEEDINGS AND COUNTERCLAIMS AND WAIVES ANY OTHER VENUE TO WHICH IT MIGHT BE ENTITLED BY VIRTUE OF DOMICILE, HABITUAL RESIDENCE OR OTHERWISE.

11.14 Counterpart Execution. This agreement may be executed in counterparts, each of which will be an original and all of which together are deemed one and the same instrument. Electronic delivery of an executed counterpart of a signature page to this agreement will be effective as delivery of an original executed counterpart of this agreement.

11.15 Necessary Action. Secured Party is authorized to execute any other documents or take any other actions necessary to effectuate this agreement and the consummation of the transactions contemplated herein.

11.16 Credit Report. Secured Party is authorized to order a credit report and verify all other credit information, including past and present loans and standard references from time to time to evaluate the creditworthiness of Grantor. Without

limitation, a copy of the consent for release of information, general authorization or similar document on file with Secured Party shall authorize third Persons to provide the information requested from time to time.

11.17 No Construction Against Drafter. Each Party has participated in negotiating and drafting this agreement, so if an ambiguity or a question of intent or interpretation arises, this agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this agreement.

11.18 WAIVER OF TRIAL BY JURY. GRANTOR (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY IN ANY ACTION OR PROCEEDING FOR THE RESOLUTION OF ANY CONTROVERSY OR CLAIM THAT ARISES OUT OF OR RELATES TO: (I) THIS AGREEMENT; OR (II) ANY LOAN DOCUMENT, WHETHER ARISING IN CONTRACT, TORT OR BY STATUTE (INDIVIDUALLY AND COLLECTIVELY, A "CONTROVERSY OR CLAIM"); AND, (B) TO THE EXTENT PERMITTED BY APPLICABLE LAW, WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY CONTROVERSY OR CLAIM TO THE EXTENT SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THE PROVISIONS OF THIS SECTION ARE GIVEN KNOWINGLY AND VOLUNTARILY; AND ARE A MATERIAL INDUCEMENT FOR THE SECURED PARTY ENTERING INTO THE CREDIT AGREEMENT AND OTHER LOAN DOCUMENTS.

Grantor is signing this agreement effective as of the day and year first written above.

GRANTOR

ENERGY BILLING SERVICES, INC., a Colorado corporation

Address for notices:

430 South Fairview Avenue
Goleta, California 93117
Attention: Mr. Anant Yardi

By: _____


ANANT YARDI
President

SCHEDULE A
LIST OF TRADEMARKS

Current U.S. Energy Billing Services, Inc. Trademark Registration

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>
ENERGY BILLING SYSTEMS, INC. & Design	3408064	04/08/08	Registered

1344746v3 36391/0069