

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
Colorado Energy Management, LLC		09/13/2011	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	200 Park Ave.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	PLC: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3895682	COLORADO ENERGY	
Registration Number:	3895683	COLORADO ENERGY	
Serial Number:	85117582	CE COLORADO ENERGY	
Serial Number:	85117587	CE COLORADO ENERGY	
CORRESPONDENCE DATA			
Fax Number:	(303)866-0200		
Phone:	303.861.7000		
Email:	carol.donahue@hro.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	HOLME ROBERTS & OWEN LLP		
Address Line 1:	1700 Lincoln Street, Suite 4100		
Address Line 2:	attn: Carol Donahue		
Address Line 4:	Denver, COLORADO 80203		
ATTORNEY DOCKET NUMBER:	54226-00051		

OP \$115.00 3895682

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TRADEMARK
REEL: 004629 FRAME: 0222

NAME OF SUBMITTER:	Carol S. Donahue
Signature:	/Carol S. Donahue/
Date:	09/20/2011
Total Attachments: 6 source=First_Lien_IP_Security_Agmt_9-13-11#page1.tif source=First_Lien_IP_Security_Agmt_9-13-11#page2.tif source=First_Lien_IP_Security_Agmt_9-13-11#page3.tif source=First_Lien_IP_Security_Agmt_9-13-11#page4.tif source=First_Lien_IP_Security_Agmt_9-13-11#page5.tif source=First_Lien_IP_Security_Agmt_9-13-11#page6.tif	

**FIRST LIEN
INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT**

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*First Lien IP Security Agreement Supplement*") dated September 13, 2011, is made by the Persons listed on the signature page hereof (the "*Grantors*") in favor of Barclays Bank PLC ("*Barclays Bank*"), as First Lien Collateral Agent (the "*First Lien Collateral Agent*" for the First Lien Secured Parties).

WHEREAS, the Borrower, the Parent, the other Grantors, in their capacity as Subsidiary Guarantors, the banks, financial institutions and other institutional lenders party thereto from time to time in their capacity as Lenders (as defined in the First Lien Credit Agreement), the Issuing Banks (as defined in the First Lien Credit Agreement), the First Lien Collateral Agent, Barclays Bank, as the First Lien Administrative Agent, Barclays Capital and Goldman Sachs Credit Partners L.P. as Joint Lead Arrangers, Joint Book Running Managers and Joint Syndication Agents and CoBank, ACB, as Documentation Agent have entered into that certain First Lien Credit Agreement, dated as of July 10, 2007 (as amended and refinanced from time to time, the "*First Lien Credit Agreement*").

WHEREAS, in consideration of the extensions of credit and other accommodations of the First Lien Secured Parties as set forth in the First Lien Documents, each Grantor has executed and delivered that certain First Lien Security Agreement dated July 10, 2007 made by the Grantors to the First Lien Collateral Agent (as amended, "*First Lien Security Agreement*"). Terms defined in the First Lien Security Agreement and not otherwise defined herein are used herein as defined in the First Lien Security Agreement.

WHEREAS, under the terms of the First Lien Security Agreement, each Grantor has granted to the First Lien Collateral Agent, for the ratable benefit of the First Lien Secured Parties, a security interest in the Collateral (as defined in Section 1 below) of such Grantor and has agreed as a condition thereof to execute this First Lien IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the First Lien Collateral Agent, for the ratable benefit of the First Lien Secured Parties, a security interest in such Grantor's right, title and interest in and to the following, in each case, whether now known or hereafter acquired by such Grantor, wherever located, and whether now or hereinafter existing or arising (the "*Collateral*");

- (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this First Lien IP Security Agreement Supplement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the First Lien Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.


SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this First Lien IP Security Agreement Supplement.

SECTION 4. Grants, Rights and Remedies. This First Lien IP Security Agreement Supplement has been entered into in conjunction with the provisions of the First Lien Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the First Lien Collateral Agent with respect to the Collateral are more fully set forth in the First Lien Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.


SECTION 5. Governing Law. This First Lien IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this First Lien IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

COLORADO ENERGY MANAGEMENT, LLC

By: 
Name: Kenneth Deane
Title: Chief Financial Officer



BICENT POWER LLC

By: 
Name: Christopher L. Ryan
Title: Chief Financial Officer

Schedule A - Patents

<u>Grantor</u>	<u>Patent Titles</u>	<u>Country</u>	<u>Patent No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Bicent Power LLC	System and Method for Gas Turbine Chilled Water Storage Discharge Control and/or Gas Turbine Output Control System and Method for Gas Turbine Chilled Water Storage Discharge Control and/or Gas	US		61/222,800	07/02/2009 (Expired provisional application)	
Bicent Power LLC	Turbine Output Control System and Method for Gas Turbine Chilled Water Storage Discharge Control and/or Gas	US		12/822,016	06/23/2010 (Pending) (Published as US 2011- 0001324 A1)	

Schedule B - Trademarks

<u>Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Colorado Energy Management, LLC	Trademark	US	COLORADO ENERGY (Class 37)	3,895,682	77/857,801	10/26/2009	12/21/2010
Colorado Energy Management, LLC	Trademark	US	COLORADO ENERGY (Class 42)	3,895,683	77/857,804	10/26/2009	12/21/2010
Colorado Energy Management, LLC	Trademark	US	COLORADO ENERGY & design  (Class 37)		85/117,582	08/27/2010	
Colorado Energy Management, LLC	Trademark	US	COLORADO ENERGY & design  (Class 42)		85/117,587	08/27/2010	

Schedule C - Copyrights

None.