

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Colorado Energy Management, LLC		09/13/2011	LIMITED LIABILITY COMPANY: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank PLC		
<b>Street Address:</b>	200 Park Ave.		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10166		
<b>Entity Type:</b>	PLC: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3895683	COLORADO ENERGY	
<b>Registration Number:</b>	3895682	COLORADO ENERGY	
<b>Serial Number:</b>	85117582	CE COLORADO ENERGY	
<b>Serial Number:</b>	85117587	CE COLORADO ENERGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(303)866-0200		
<b>Phone:</b>	303.861.7000		
<b>Email:</b>	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>			
<b>Correspondent Name:</b>	HOLME ROBERTS & OWEN LLP		
<b>Address Line 1:</b>	1700 Lincoln Street, Suite 4100		
<b>Address Line 2:</b>	attn: Carol Donahue		
<b>Address Line 4:</b>	Denver, COLORADO 80203		
<b>ATTORNEY DOCKET NUMBER:</b>	54226-00051		

**OP \$115.00 3895683**

**900202935**

**TRADEMARK**  
**REEL: 004629 FRAME: 0230**

NAME OF SUBMITTER:	Carol S. Donahue
Signature:	/Carol S. Donahue/
Date:	09/23/2011
<b>Total Attachments: 6</b> source=Second_Lien_IP_Security_Agmt_9-13-11#page1.tif source=Second_Lien_IP_Security_Agmt_9-13-11#page2.tif source=Second_Lien_IP_Security_Agmt_9-13-11#page3.tif source=Second_Lien_IP_Security_Agmt_9-13-11#page4.tif source=Second_Lien_IP_Security_Agmt_9-13-11#page5.tif source=Second_Lien_IP_Security_Agmt_9-13-11#page6.tif	

**SECOND LIEN  
INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT**

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*Second Lien IP Security Agreement Supplement*") dated September 15, 2011, is made by the Persons listed on the signature page hereof (the "*Grantors*") in favor of Barclays Bank PLC ("*Barclays Bank*"), as Second Lien Collateral Agent (the "*Second Lien Collateral Agent*" for the Second 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 Second Lien Credit Agreement), the Second Lien Collateral Agent, Barclays Bank, as the Second 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 Second Lien Credit Agreement, dated as of July 10, 2007 (as amended and refinanced from time to time, the "*Second Lien Credit Agreement*").

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

**WHEREAS**, under the terms of the Second Lien Security Agreement, each Grantor has granted to the Second Lien Collateral Agent, for the ratable benefit of the Second 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 Second 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 Second Lien Collateral Agent, for the ratable benefit of the Second 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 Second Lien IP Security Agreement Supplement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Second 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.

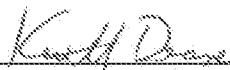
SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this Second Lien IP Security Agreement Supplement.

SECTION 4. Grants, Rights and Remedies. This Second Lien IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Second 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 Second Lien Collateral Agent with respect to the Collateral are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

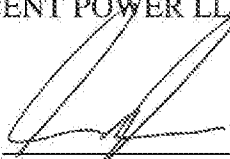
SECTION 5. Governing Law. This Second Lien IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this Second 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 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.