

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		12/30/2011	Public Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	One Federal Street		
Internal Address:	3rd Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
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:	(617)526-5000		
Phone:	617-526-6448		
Email:	huelinh.tran@wilmerhale.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:	Michael J. Bevilacqua, Esq.		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 2:	60 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		

OP \$115.00 3895682

ATTORNEY DOCKET NUMBER:	95376.121
NAME OF SUBMITTER:	Michael J. Bevilacqua
Signature:	/michael j. bevilacqua/
Date:	01/04/2012
Total Attachments: 5 source=assignment security interest barclays bank to us bank#page1.tif source=assignment security interest barclays bank to us bank#page2.tif source=assignment security interest barclays bank to us bank#page3.tif source=assignment security interest barclays bank to us bank#page4.tif source=assignment security interest barclays bank to us bank#page5.tif	

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

This ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement") is dated as of December 30, 2011 (the "Effective Date"), by and among BARCLAYS BANK PLC, as Second Lien Administrative Agent and Second Lien Collateral Agent (in such capacities, the "Assignor") under the Second Lien Credit Agreement (as defined below), and U.S. BANK NATIONAL ASSOCIATION (the "Assignee").

Reference is hereby made to that certain Second Lien Credit Agreement dated as of July 10, 2007 (as amended by the Letter Amendment, dated as of July 18, 2007 and the Amendment No. 1, dated as of January 3, 2008, and as may be further amended, restated, supplemented, or otherwise modified from time to time, the "Second Lien Credit Agreement"), by and among Bicent Power LLC (the "Borrower"), Bicent Funding LLC (the "Parent"), the other Guarantors party thereto, the Lenders from time to time party thereto, and the Assignor, and that certain Second Lien Security Agreement, dated as of July 10, 2007 (as may be amended, restated, supplemented, or otherwise modified from time to time, the ("Second Lien Security Agreement"), by and among the Borrower, the Parent, the Grantors party thereto, and the Assignor. Capitalized terms used but not otherwise defined herein shall have the meanings attributed to such terms in the Second Lien Credit Agreement.

Whereas, pursuant to the Second Lien Security Agreement and that certain Second Lien Intellectual Property Security Agreement Supplement, dated as of September 13, 2011, the Assignor has been granted a security interest in and to the trademark and service mark registrations and applications set forth on Schedule A hereto and all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing (the "Trademarks"), and the Second Lien Intellectual Property Security Agreement Supplement has been recorded with the United States Patent and Trademark Office at Reel 4629, Frame 0222 on September 23, 2011.

Whereas, the Assignor and the Assignee have entered into that certain Successor Agent Agreement, dated as of December 30, 2011 (the "Successor Agent Agreement"), pursuant to which the Assignor has resigned as Administrative Agent and Collateral Agent under the Credit Agreement and the other Second Lien Loan Documents, the Assignee has been appointed as successor Administrative Agent and successor Collateral Agent under the Credit Agreement and the other Second Lien Loan Documents, the Assignor assigned to the Assignee each security interest granted to the Assignor under the Second Lien Loan Documents, and the Assignee assumes each such security interest, for its benefit and for the benefit of the Lenders.

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to the Assignee the Assignor's entire right, title and interest in and to such security interest in the Trademarks, including in the event of a foreclosure the right to recover for past, present and future infringement, misappropriation or misuse and any and all proceeds, royalties and other payments now or hereafter due and payable with respect to the foregoing.

This Agreement has been executed and delivered for the purpose of recording this Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Successor Agent Agreement. In the event of any conflict

between the terms of this Agreement and the terms of the Successor Agent Agreement, the terms of the Successor Agent Agreement shall control.

The Assignor further agrees, for itself, its successors and assigns, to execute such further documents and to perform such further lawful acts as may reasonably be requested by the Assignee to effectuate this assignment.

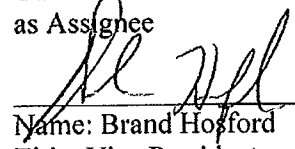
IN WITNESS WHEREOF, the Assignor and the Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

BARCLAYS BANK PLC,
as Assignor

A handwritten signature in black ink, appearing to read "Robert Silverman", written over a horizontal line.

Name: Robert Silverman
Title: Director



U.S. BANK NATIONAL ASSOCIATION,
as Assignee


Name: Brand Hosford
Title: Vice President

Signature Page to Assignment of Security Interest in Trademarks

TRADEMARK
REEL: 004691 FRAME: 0038

**Schedule A
Assignment of Trademarks**

Country	Mark	Reg. No.	App. No.	Filing Date	Issue Date
US	COLORADO ENERGY (Class 37)	3,895,682	77/857,801	10/26/2009	12/21/2010
US	COLORADO ENERGY (Class 42)	3,895,683	77/857,804	10/26/2009	12/21/2010
US	COLORADO ENERGY & design  (Class 37)		85/117,582	8/27/2010	
US	COLORADO ENERGY & design  (Class 42)		85/117,587	8/27/2010	