

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Energy and Power Solutions, Inc.		12/13/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ISPE Services, LLC		
Street Address:	111 Speen Street		
Internal Address:	Suite 410		
City:	Framingham		
State/Country:	MASSACHUSETTS		
Postal Code:	01701		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3796337	XCHANGE POINT	
Registration Number:	3800131	EPS	
Registration Number:	3800132	EPS	
Registration Number:	3800133	THE EPS WAY	
Registration Number:	3981854	REPS	
Registration Number:	3868347	EPS POWERSAVER	
Registration Number:	3111145	REBATE XCHANGE	
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.		

OP \$190.00 3796337

Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP
Address Line 2: 60 State Street
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER: 110.208.127

NAME OF SUBMITTER: Michael J. Bevilacqua

Signature: /michael j. bevilacqua/

Date: 01/05/2012

Total Attachments: 3

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TRADEMARK ASSIGNMENT

Energy and Power Solutions, Inc., a Delaware corporation, having an address at 150 Paularino Avenue, Suite A 120, Costa Mesa, CA 92626 (the "Assignor"), for good and valuable consideration the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, and assign unto ISPE Services, LLC, a Delaware limited liability company having an address at 111 Speen Street, Suite 410, Framingham, MA 01701 (the "Assignee"), its successors and assigns, its entire right, title, and interest in all trademarks, trademark registrations, and trademark applications listed on the attached Schedule A, and in all goodwill of the business connected with the use of and symbolized by said marks, together with the entire right, title and interest in and to any and all causes of action for infringement thereof (the "Assigned Property").

This Assignment confirms the transfer to the Assignee of all of the Assignor's right, title, and interest in the Assigned Property pursuant to and in accordance with the Bill of Sale of even date herewith between the Assignor and the Assignee, free and clear of all "Subject Claims and Interests," as that phrase is defined in, and in accordance with the terms of, the Order (1) Approving the Sale of Substantially all Assets of the Estate Free and Clear of Liens, Claims, Interests, and Encumbrances Pursuant to 11 U.S.C. § 363; (2) Authorizing the Assumption and Assignment of Certain Executory Contracts and Determining and Limiting the Cure Costs Associated Therewith; and (3) Authorizing the Rejection of the Debtor's Interests, if any, in Certain Executory Contracts, which was entered by the U.S. Bankruptcy Court for the Central District of California in the chapter 11 case of the Transferor (Case No. 11-23362) on December 8, 2011.

The Assignor agrees that the Assignor (or its successors, legal representatives, or assigns) will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done to effectuate this Assignment in the United States of America or in any foreign country, without charge to the Assignee, its successors, legal representatives, and assigns, whenever counsel of the Assignee, or counsel of its successor, legal representatives, or assigns, shall advise.

The Assignor further agrees, for it and its assigns, that the Assignee and its successors, legal representatives, and assigns may hereafter do all acts necessary or proper to secure and perfect the sale, assignment, and transfer described herein, including, without limitation, inserting on this Assignment any further identification which may be necessary or desirable to comply with the rules of the United States Patent and Trademark Office, or with the rules of any official of any country whose duty it is to grant trademarks, for the recordation of this document.

The Assignor does hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country whose duty it is to grant trademarks, to consider the Assignee and its successors and assigns the owner of such trademarks, trademark registrations, and trademark applications and to issue to the Assignee any trademarks as shall be granted upon such trademark applications.

WITNESS its hand and seal this 13th day of December, 2011.

ASSIGNOR:

Energy and Power Solutions, Inc.

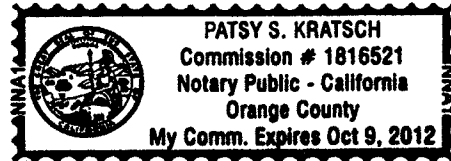
By: *Peter Ludlum*
Name: Peter Ludlum
Title: CFO

)
) ss.

Then personally appeared the above named individual and acknowledged the foregoing instrument to be his or her free act and deed, before me, this 13th day of December, 2011.

Patsy S. Kratsch
Notary Public

My commission expires: Oct. 9, 2012



[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 004692 FRAME: 0829

Schedule A

Country	Mark	Application / Registration No.	Filing / Issue Date
United States	XCHANGE POINT	3,796,337	June 1, 2010
United States	EPS	3,800,131	June 8, 2010
United States	EPS (Stylized and/or with design)	3,800,132	June 8, 2010
United States	THE EPS WAY	3,800,133	June 8, 2010
United States	REPS	3,981,854	June 21, 2011
United States	EPS POWERSAVER	3,868,347	October 26, 2010
United States	REBATE XCHANGE	3,111,145	July 4, 2006
Canada	XCHANGE POINT	1,417,173	November 5, 2008
Canada	REPS (logo & design)	1,417,180	November 5, 2008
European Union	XCHANGE POINT	007,382,518	June 10, 2009
European Union	REPS (Stylized and/or with design)	007,382,674	June 9, 2009
Mexico	XCHANGE POINT	1101069	May 21, 2009
Mexico	XCHANGE POINT	1105063	June 10, 2009
Mexico	REPS (logo & design)	1100389	May 15, 2009
Mexico	REPS (logo & design)	1100699	May 15, 2009