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
NWP Services Corporation		12/28/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road, M/C 7578
Internal Address:	Attn: National Documentation Services
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	Banking Association: TEXAS

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	78072599	VIASTAR
Serial Number:	85881264	THE POWER OF 3
Serial Number:	85964675	UTILITY SMART
Serial Number:	85975332	NATIONAL WATER & POWER
Serial Number:	85095878	NATIONAL WATER & POWER

CH $140.00 78072599

CORRESPONDENCE DATA

Fax Number: 8586385130

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 858-677-1400
Email: susan.reynholds@dlapiper.com
Correspondent Name: DLA Piper LLP (US)
Address Line 1: 4365 Executive Drive, Suite 1100
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	329034-250
NAME OF SUBMITTER:	Troy Zander
Signature:	/s/ Troy Zander
Date:	01/30/2014

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 28, 2006 by and between COMERICA BANK ("Bank") and NWP SERVICES CORPORATION, a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

NWP SERVICES CORPORATION

22 Executive Park
Irvine, CA 92614

By: _____

Attn: Chief Executive Officer

Title: CFO

BANK:

Address of Bank:

COMERICA BANK

75 East Trimble Road, M/C 4770
San Jose, California 95131
Attn: Manager

By: _____

Title: SVP

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EXHIBIT A

Copyrights

	Description	Registration Number	Registration Date
	NW&P technologies next gen module I	TXu-923-078	10/15/99

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EXHIBIT B

Patents

Description	Patent Application No./Issued Patent No.	Date
None.		

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EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
RESIDENT ONEBILL	78968996	9/7/06
ABREEZE	78825871	2/28/06
EIS+	78210831	2/4/03
NWP SERVICES CORPORATION	78156987	8/22/02
NATIONAL WATER & POWER	78130172	5/21/02
NW&P	78129998	5/21/02
VIASTAR	78072599	7/6/01
THE POWER OF 3	85881264	3/20/13
UTILITY SMART	85964675	6/19/13
NATIONAL WATER & POWER	85975332	7/29/10
NATIONAL WATER & POWER	85095878	7/29/10

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