

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305875

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUBORDINATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NWP Services Corporation		05/23/2014	CORPORATION: DELAWARE
NWP Acquisition Corporation		05/23/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Strome Mezzanine Fund II, LP
Street Address:	100 Wilshire Blvd., Suite 1750
Internal Address:	c/o Strome Investment Management, LP
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90401
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	78968996	RESIDENT ONEBILL
Serial Number:	78825871	ABREEZE
Serial Number:	78210831	EIS+
Serial Number:	78156987	NWP SERVICES CORPORATION
Serial Number:	78130172	NATIONAL WATER & POWER
Serial Number:	78129998	NW&P
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

CORRESPONDENCE DATA

Fax Number: 7349302494

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

Phone: 734-930-0121

Email: asujek@bodmanlaw.com

TRADEMARK

Correspondent Name: Angela Alvarez Sujek - Bodman PLC
Address Line 1: 201 South Division, Suite 400
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER: Angela Alvarez Sujek

SIGNATURE: /Angela Alvarez Sujek/

DATE SIGNED: 05/29/2014

Total Attachments: 6

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SUBORDINATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Subordinated Intellectual Property Security Agreement is entered into as of May 23, 2014, by and between STROME MEZZANINE FUND II, LP ("Lender") and NWP SERVICES CORPORATION ("Parent") and NWP ACQUISITION CORPORATION ("Acquisition Co." and, collectively with Parent, "Borrower")

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower (the "Loans") in the amounts and manner set forth in that Subordinated Loan and Security Agreement by and between Lender and Borrower 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). Lender is willing to make the Loans to Borrower, but only upon the condition, among others, that Borrower shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Borrower under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in all of Borrower'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 Borrower and Lender, Borrower hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure all of Borrower's obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants and pledges to Lender a security interest in all of Borrower'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. The rights of Lender in the Intellectual Property Collateral are subordinated in accordance with the terms of the Subordination Agreement of even date herewith, between Lender and Comerica Bank.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender of any one or more of the rights, powers or remedies provided for in this Subordinated 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 Lender, of any or all other rights, powers or remedies.

Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower 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.

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

BORROWER:

Address of Borrower:

22 Executive Park
Irvine, CA 92614

Attn: Chief Executive Officer

NWP SERVICES CORPORATION

By: 

Title: EVP Finance + CLO

NWP ACQUISITION CORPORATION

By: 

Title: EVP Finance + CLO

LENDER:

Address of Lender:

c/o Strome Investment Management, LP
Mark E. Strome
100 Wilshire Blvd.
Suite 1750
Santa Monica, California 90401

STROME MEZZANINE FUND II, L.P.

By: Strome, LLC,
its General Partner

By: Strome Group, L.P.,
its sole member

By: Strome Group, Inc.,
its general partner

By: _____

Name: Mark Strome

Title: Chairman of the Board of Directors

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Address of Borrower:

22 Executive Park
Irvine, CA 92614

Attn: Chief Executive Officer

NWP SERVICES CORPORATION

By: _____

Title: _____

NWP ACQUISITION CORPORATION

By: _____

Title: _____

LENDER:

Address of Lender:

c/o Strome Investment Management, LP
Mark E. Strome
100 Wilshire Blvd.
Suite 1750
Santa Monica, California 90401

STROME MEZZANINE FUND II, L.P.

By: Strome, LLC,
its General Partner

By: Strome Group, L.P.,
its sole member

By: Strome Group, Inc.,
its general partner

By: _____

Name: Mark Strome

Title: Chairman of the Board of Directors

EXHIBIT A

Copyrights

<u>Debtor</u>	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
NWP Services Corporation	NW&P technologies next gen module I	TXu-923-078	10/15/99

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

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