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101586189
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # 101491941
- Correction of PTO Error
Reel # [] Frame # []
- Corrective Document
Reel # [] Frame # []

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other []
- Effective Date
Month Day Year
09 25 00

Conveying Party

Mark if additional names of conveying parties attached Execution Date
Month Day Year

Name MxEnergy.com Inc. []

Formerly []

- Individual General Partnership Limited Partnership Corporation Association

Other []

Citizenship/State of Incorporation/Organization Delaware []

Receiving Party

Mark if additional names of receiving parties attached

Name L&L Capital Partners, LLC as agent for [see Schedule A] []

DBA/AKA/TA []

Composed of []

Address (line 1) 274 Riverside Avenue []

Address (line 2) []

Address (line 3) Westport [] CT/USA [] 06880 []
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other limited liability company []

Citizenship/State of Incorporation/Organization Connecticut []

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

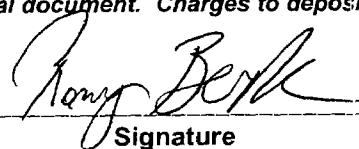
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Romy Berk



01/03/01

Name of Person Signing

Signature

Date Signed

Schedule A

Michael Bigger
Thomas D. Cunningham
Ken Fadner
William Jaffe, MD
E.B. Griswold
Southshore Capital Fund, Ltd.
Nakoma Investments, LLC
Mark Sullivan
Robert Steele
Kris Szabo

NYC55/27711.1

TRADEMARK
REEL: 002220 FRAME: 0113

~~10-20-2000~~
~~101491941~~

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

OCT 5

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type		Conveyance Type	
<input checked="" type="checkbox"/> New	10-5-00	<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Resubmission (Non-Recordation)	Document ID # _____	<input checked="" type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment
<input type="checkbox"/> Correction of PTO Error	Reel # _____ Frame # _____	<input type="checkbox"/> Merger	Effective Date Month Day Year _____
<input type="checkbox"/> Corrective Document	Reel # _____ Frame # _____	<input type="checkbox"/> Change of Name	
		<input type="checkbox"/> Other	_____

Conveying Party Mark if additional names of conveying parties attached

Name: MxEnergy.com Inc. Execution Date: 09 25 00
 Formerly: _____

Individual General Partnership Limited Partnership Corporation Association
 Other _____

Citizenship/State of Incorporation/Organization: Delaware

Receiving Party Mark if additional names of receiving parties attached

Name: L&L Capital Partners, LLC, as agent for [see Schedule A]

DBA/AKA/TA: _____

Composed of: _____

Address (line 1): 274 Riverside Avenue

Address (line 2): _____

Address (line 3): Westport CT/USA 06880
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other: limited liability company

Citizenship/State of Incorporation/Organization: Connecticut

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

10/20/2000 MTHAI1 00000062 75702377
01 FC:481 40.00 OP
02 FC:481 50.00 OP

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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

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Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75702377"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75702378"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75714556"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Katherine S. Chang

X

Name of Person Signing

Signature

Date Signed

Schedule A

Michael Bigger
Thomas D. Cunningham
Ken Fadner
William Jaffe, MD
E.B. Griswold
Southshore Capital Fund, Ltd.
Nakoma Investments, LLC
Mark Sullivan
Robert Steele
Kris Szabo

NYC55/27711.1

TRADEMARK
REEL: 002220 FRAME: 0116

LOAN AND SECURITY AGREEMENT

This LOAN AND SECURITY AGREEMENT, dated as of September 25, 2000, is made by MxEnergy.com Inc., a Delaware corporation, with its principal place of business address at 20 Summer Street, Stamford, Connecticut 06901 (the "Debtor"), in favor of L&L Capital Partners, LLC, a Connecticut limited liability company with an address at 274 Riverside Avenue, Westport, Connecticut 06880 (the "Secured Party"), as agent for the benefit of the Secured Party and the Lenders listed on *Schedule 1* hereto.

W I T N E S S E T H :

WHEREAS, the Lenders are making certain financial accommodations to Debtor pursuant to the Promissory Notes dated the date hereof from Debtor to each Lender in the amounts set forth on *Schedule 1* hereto aggregating \$2,000,000 (collectively, the "Notes"); and

WHEREAS, it is a condition to the obligations of the Lenders that the Debtor execute and deliver this Loan and Security Agreement to the Secured Party for the benefit of the Secured Party and the Lenders.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Debtor hereby agrees with the Secured Party as follows:

1. Defined Terms.

(a) The following terms which are defined in the UCC (as such term is defined below) are used herein as so defined: Account, Account Debtor, Chattel Paper, Documents, Equipment, Fixture, General Intangibles, Goods, Instrument, Inventory, Investment Property and Proceeds.

(b) "Collateral" shall have the meaning set forth in Section 2.

(c) "Contracts" means all contracts, agreements and undertakings, whether oral or written, to which the Debtor is now or hereafter becomes a party, including, without limitation, (a) all rights of the Debtor to receive moneys due and to become due to it thereunder or in connection therewith, (b) all rights of the Debtor to damages arising out of, or for breach or default in respect thereof, and (c) all rights of the Debtor to terminate the Contracts, to perform thereunder and to compel performance and to otherwise exercise all remedies thereunder.

(d) "Event of Default" has the meaning set forth in Section 4.

(e) “Lien” means any mortgage, deed of trust, pledge, hypothecation, assignment, encumbrance, lien (statutory or other), other charge or security interest, or any preference, priority or other agreement or preferential arrangement of any kind or nature whatsoever.

(f) “Obligations” means all indebtedness, liabilities and obligations (whether denominated as principal, fees, interest or otherwise including amounts that, but for the initiation of any proceeding under any insolvency or bankruptcy law, would become due) of Debtor to the Secured Party or any Lender, whether absolute or contingent, due or to become due arising under the Notes and this Security Agreement.

(g) “Permitted Liens” means (i) Liens for taxes, assessments or governmental charges or levies on property of the Debtor or any of its subsidiaries if the same shall not at the time be delinquent or thereafter can be paid without penalty, or are being contested in good faith and by appropriate proceedings and for which adequate reserves have been established by Debtor for payment thereof, (ii) Liens imposed by law, such as carriers’, warehousemen’s and mechanics’ Liens and other similar Liens arising in the ordinary course of business, (iii) liens arising out of pledges or deposits under worker’s compensation laws, unemployment insurance, old age pensions or other social security or retirement benefits, (iv) Liens arising out of judgements or awards against the Debtor with respect to which at the time an appeal or proceeding for review is being prosecuted in good faith by appropriate proceedings and with respect to which there shall have been secured a stay of execution pending such proceeding, and (v) Liens granted to Secured Party and Lenders under this Agreement and for which adequate reserves have been established by Debtor for payment thereof.

(h) “UCC” means the Uniform Commercial Code as from time to time in effect in the State of Connecticut; provided, that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of any Lien on any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than Connecticut, “UCC” means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions thereof relating to such perfection or the effect of perfection or non-perfection. References to sections of the UCC shall be construed as necessary to refer to any successor sections of the UCC.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, the Debtor hereby mortgages, pledges, assigns, hypothecates and grants to the Secured Party, for the benefit of the Secured Party and the Lenders, a continuing security interest in all property now owned or at any time hereafter acquired by the Debtor or in which the Debtor now has or at any time in the future may acquire any right, title or interest, including without limitation the following (collectively, the “Collateral”):

- (i) all Accounts;
- (ii) all Chattel Paper;

(iii) all Contracts;

(iv) all Documents;

(v) all General Intangibles, including, without limitation, all trade secrets, tradenames, copyrights, copyright applications, patent applications, patents, trademarks, trademark registrations and applications therefor;

(vi) all Instruments;

(vii) all Equipment;

(viii) all Inventory;

(ix) all Investment Property;

(x) any and all claims or payments made under any insurance policy with respect to any Collateral;

(xi) all replacements, substitutions, additions or accessions to or for any of the foregoing;

(xii) to the extent related to the property described above, all books, correspondence, credit files, records, invoices and other papers and documents, including, without limitation, to the extent so related, all tapes, cards, computer runs, computer programs and electronic, magnetic or other archival systems or papers and documents in the possession or control of the Debtor or any computer or service bureau from time to time acting for the Debtor;

(xiii) all property or interests in property of the Debtor which now may be owned or hereafter may come into the possession, custody or control of the Secured Party or any Lender, or any agent or affiliate of the Secured Party or any Lender (whether for safekeeping, deposit, custody, pledge, transmission, collection or otherwise), including, without limitation, all rights and interests of the Debtor in respect of any and all (a) notes, drafts, letters of credit, stocks, bonds, and debt and equity securities, whether or not certificated, and warrants, options, puts, calls and other rights to acquire or otherwise relating to the same, (b) cash, and (c) proceeds of loans, advances and other financial accommodations; and

(xiv) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing.

3. Advances. Each Lender agrees that (i) the initial advance shall be made on Monday, September 25, 2000 in an amount equal to 30% of the principal amount of such Lender's Note as set forth on Schedule 1 attached hereto; (ii) subject to Secured Party having been provided appropriate evidence that it has a fully perfected first priority security interest in

the Collateral, the second advance shall be made on Friday, September 29, 2000 in an amount equal to 45% of the principal amount of such Lender's Note as set forth on Schedule 1 attached hereto and (iii) for so long as no Event of Default has occurred under this Note, it shall make advances to the Debtor from time to time under the Note, up to the original principal amount of the Note held by such Lender, as requested by the Debtor. Following the second advance, a request for an advance shall be made by the Debtor in writing to Secured Party, as agent for the Lenders, stating the aggregate amount to be advanced (which amount shall be in multiples of \$100,000), the date on which the proposed advance is to be made (which date shall be not less than five (5) business days after the date of the notice) and providing wire instructions. Such notice shall be accompanied by (i) an officer's certificate that no Event of Default has occurred (or event which with the passage of time or the giving of notice or both would be an Event of Default), and (ii) such other information as Secured Party may reasonably require.

If the request for an advance is in accordance with the requirements herein, Secured Party shall notify each Lender of such request and setting forth the amount to be advanced by such Lender. Each Lender shall use reasonable best efforts to make such advance on the date requested; provided, however, that, following the second advance, Lenders and Secured Party shall have no liability to Debtor for a good faith failure to make a timely advance provided that such advance is made in any event within five (5) business days of the date such advance (if requested in conformity with this paragraph) was to be made as specified in the Debtor's notice.

4. Representations, Warranties and Agreements of Debtor.

(a) Debtor represents and warrants that Debtor is, or to the extent that the Collateral is acquired after the date hereof, will be, the owner of the Collateral, having good and marketable title thereto, free from any and all Liens except for Permitted Liens. Debtor will not create or assume or permit to exist any such Lien or claim on or against the Collateral except for Permitted Liens, and Debtor will promptly notify Secured Party of any such other claim or Lien made or asserted against the Collateral except for Permitted Liens and will defend the Collateral against any such claim or Lien except for Permitted Liens.

(b) The principal office of Debtor and the office where Debtor keeps its records concerning the Collateral is located at the Debtor's address set forth above. Secured Party shall at all times during normal business hours have access to Debtor's premises upon reasonable prior notice of at least one business day, and to the Collateral and all books and records relating thereto for the purpose of inspection and verification, and to the extent deemed necessary by Secured Party, Debtor will make available its officers, employees, agents and accountants for consultation with Secured Party.

(c) Debtor agrees that from time to time Debtor will promptly execute and deliver all further instruments and documents, and take all further action, as may be reasonably requested

by Secured Party in order to perfect and protect the security interest granted hereby or to enable Secured Party to enforce its rights and remedies under this Agreement with respect to the Collateral, or otherwise to effectuate the intent of this Agreement. Without limiting the generality of the foregoing, Debtor will from time to time execute such financing and continuation statements, or amendments thereto, and such other instruments or notices as Secured Party may reasonably request in order to perfect and preserve the security interest granted hereunder.

(d) Debtor will not sell, transfer or assign any interest in the Collateral without the prior written consent of Secured Party except for sales of fuel inventory in the ordinary course of business and except for dispositions of other collateral in the ordinary course of business.

(e) Debtor shall advise Secured Party promptly of any changes in, additions to or deletions from the corporate or business names used by Debtor in the operation of its business, including, without limitation, any names used by Debtor for billing purposes.

(f) All patents, patent applications, trademarks, tradenames, trademark applications and copyrights of, or created or developed for, Debtor, as existing as of the date hereof or hereafter arising, are herein referred to as "Intellectual Property". All registered or pending Intellectual Property is listed on *Schedule 2* attached hereto. The Debtor shall timely prosecute and file all requisite filings with respect to any applications, registrations or letters patent for any Intellectual Property, provided that Debtor may determine, in its discretion, not to register copyrights or trademarks. Debtor shall notify Secured Party promptly if any material Intellectual Property has become abandoned or of any adverse determination or development regarding Debtor's ownership thereof, Debtor's right to register the same or to keep and maintain the same. Debtor shall promptly notify Secured Party if it files an application for or receives registration of any Intellectual Property, and, upon request of Secured Party, shall execute and deliver any and all agreements, instruments, documents and papers Secured Party may request to evidence its security interest therein.

(g) The only places where Collateral is located are the locations listed on Schedule 3. Debtor will provide Secured Party with at least twenty (20) days prior written notice of any change in the location of its principal place of business or any change in the location of any Collateral other than at Debtor's principal place of business and except for Collateral disposed of in the ordinary course of business.

(h) Other than the Obligations created under the Notes, Debtor does not have, and shall not create or permit, any outstanding indebtedness for borrowed money while the Notes are outstanding, all of which shall be subordinated to the Obligations pursuant to subordination agreements acceptable to Secured Party, in its sole discretion.

(i) Schedule 4 accurately identifies each of the Contracts which Debtor has with utilities, suppliers or other third parties for the purchase, storage, distribution or supply of gas

(other than gas supply purchases on the spot market and contracts (if any) directly with residential customers in the ordinary course of business). All of such identified Contracts are in full force and effect, and Debtor is not in default thereunder, and to the best of Debtor's knowledge, the other party thereto is not in default.

5. Events of Default. Each of the following shall constitute an "Event of Default" under this Agreement:

(a) Debtor shall fail to pay any principal, interest or other Obligations under any of the Notes when due;

(b) Debtor shall default under any other provision of the Subscription Agreement, the Notes, the Common Stock Purchase Warrant issued in connection with the Notes (the "Warrants"), this Agreement or any agreement or undertaking relating thereto or hereto, which default remains uncured for a period of ten (10) days;

(c) Debtor shall grant, create or permit to exist any Lien on the Collateral other than Permitted Liens;

(d) The dissolution or termination of existence of Debtor;

(e) Any Note or this Agreement fail to remain in full force and effect other than by reason of payment in full of all Obligations thereunder or hereunder;

(f) Without Secured Party's consent: (i) the sale of all or substantially all of Debtor's assets, or the sale of any of Debtor's assets outside of the ordinary course of business of Debtor, (ii) the merger or consolidation of Debtor with or into any other entity which results in the change of control of Debtor, or (iii) Debtor shall make one or more cash dividends or other cash distributions to Debtor's shareholders on account of or in respect of a shareholder's ownership of shares in Debtor;

(g) Any representation or warranty made by Debtor to Secured Party or any Lender in this Agreement, the Notes or the Subscription Agreements (including the exhibits thereto) between the Debtor and each of the Lenders shall prove to have been incorrect in any material respect on or as of the date made or deemed made; or

(h) Debtor (A) shall commence any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, conservatorship or relief of debtors, seeking to have an order for relief entered, or seeking to be adjudicated as a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect; (B) shall seek appointment of a receiver, trustee, custodian, conservator or other similar official; (C) shall make a general assignment for the benefit of creditors; (D) shall have commenced any case, proceeding or other action of a nature referred to in clauses (A) to (C) above, which results in the

entry of an order for relief or any such adjudication or appointment which remains undismissed, undischarged or unbonded for a period of 60 days; (E) shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clauses (A) to (D) above; or (F) shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due.

(i) Secured Party shall not have a first priority, perfected Security Interest in the Collateral.

6. Rights and Remedies on Default.

(a) In the event of the occurrence of any Event of Default, Secured Party shall at any time thereafter have the right, with or without notice to Debtor, as to any or all of the Collateral, by any available judicial procedure or without judicial process, to take possession of the Collateral and, generally, to exercise any and all rights afforded to a secured party under the UCC or other applicable law.

(b) Without limiting the generality of the foregoing, Debtor agrees that Secured Party shall have the right to sell or otherwise dispose of the Collateral, either at public or private sale or at any broker's board, for cash or for credit at reasonable prices based on the circumstances under which the sale is made (including providing a reasonable discount for a quick sale), with or without warranties or representations, and upon such terms and conditions, all as Secured Party in its sole discretion may deem advisable, and Secured Party and Lenders shall have the right to purchase at any such sale. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it is so adjourned.

(c) The proceeds of any such sale or other disposition of the Collateral shall be applied first, to the expenses of preparing for sale, selling, and the like, and to the reasonable attorneys' fees and legal expenses incurred by Secured Party, and then to satisfaction of the Obligations in such order as Secured Party in its sole discretion may determine provided that all payments to the Lenders shall be made on a pro rata basis, and to the payment of any other amounts required by applicable law, after which Secured Party shall account to Debtor for any surplus proceeds. If, upon the sale or other disposition of the Collateral, the proceeds thereof are insufficient to pay all amounts to which Secured Party is legally entitled, Debtor will be liable for the deficiency, together with interest thereon, and the reasonable fees and expenses of any attorneys employed by Secured Party to collect such deficiency.

7. Costs and Expenses. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Secured Party in connection with protecting, maintaining or preserving the Collateral, or enforcing, foreclosing, retaking, holding, storing, processing, selling or otherwise realizing upon the Collateral and Secured Party's security interest therein, whether through judicial proceedings

or otherwise, or in defending or prosecuting any actions or proceedings arising out of or related to this Agreement or any of the Obligations and the amount of all claims in connection therewith, shall be borne and paid by Debtor on demand by Secured Party and until so paid shall be added to the amount of the Obligations, and payment thereof shall be secured by this Agreement.

8. Power of Attorney. Debtor authorizes Secured Party and does hereby make, constitute and appoint Secured Party, and any officer or agent of Secured Party with full power of substitution, as Debtor's true and lawful attorney-in-fact, with power, in its own name or in the name of Debtor, to do, at Secured Party's option and at Debtor's expense, at any time or from time to time upon the occurrence and during the continuance of an Event of Default, all acts and things which Secured Party deems necessary to insure, protect, preserve and realize upon the Collateral and Secured Party's security interest therein in order to effect the intent of this Agreement. This power of attorney shall be irrevocable for the term of this Agreement and as long as any of the Obligations shall be outstanding.

9. Notices.

(a) Any notice or other communication required or permitted hereunder shall be either personally delivered or sent by Federal Express (or comparable overnight delivery service) or by certified or registered mail, return receipt requested, addressed to a party at the address set forth at the beginning of this Agreement, or such other address as such party shall have specified by notice given in the manner provided in this section.

(b) In the event reasonable notice is required to be given by Secured Party to Debtor under the provisions of the UCC, such notice shall be deemed to have been given if hand delivered, sent by Federal Express (or comparable overnight delivery service) or mailed, postage prepaid, certified or registered mail, return receipt requested, at least five (5) business days prior to the happening of the event for which such notice is being given, to Debtor at its address as provided herein.

10. Miscellaneous.

(a) No course of dealing between Debtor and Secured Party or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Debtor, Secured Party or any Lender, any right, power or privilege hereunder or under any other agreement or instrument between the parties shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(b) All of Secured Party's and any Lender's rights and remedies with respect to the Obligations and the Collateral, whether established hereby or by any other agreement, instrument or document or by law, shall be cumulative and may be exercised singly or concurrently.

(c) Notwithstanding anything herein to the contrary, (i) Debtor shall remain liable under all Contracts to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by Secured Party of any of its rights hereunder shall not release Debtor from any of its duties or obligations under the Contracts except inability to perform, and (iii) neither the Secured Party nor any Lender shall have any obligation or liability under the Contracts, nor shall Secured Party or any Lender be obligated to perform any of the obligations or duties of Debtor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder. After the occurrence of an Event of Default, upon the request of the Secured Party at any time, the Debtor shall notify Account Debtors and the parties to the Contracts that the Accounts and the Contracts have been assigned to the Secured Party and that payments in respect thereof shall be made directly to the Secured Party, and the Secured Party may, at any time in its own name or in the names of others communicate with Account Debtors and the parties to the Contracts to verify with them to its satisfaction the existence, amount and terms of any Accounts or Contracts.

(d) The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

(e) This Agreement is subject to amendment or modification only by a writing signed by Debtor, Secured Party and Lenders.

(f) The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Without limiting the generality of the foregoing, Secured Party and any Lender may assign or otherwise transfer any Obligation relating to this Agreement to any other person or entity, and such person or entity shall thereupon become vested with all the benefits in respect thereof granted to Secured Party or any Lender herein or otherwise.

(g) This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. The Debtor hereby irrevocably submits to the jurisdiction of any Federal or state court located in Fairfield County, Connecticut in any action or proceeding arising out of or relating to this Agreement, the Notes or any documents related thereto, and the Debtor irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such state court, or, to the extent permitted by law, such Federal court. The Debtor irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding.

11. Term of Agreement. The term of this Agreement shall commence on the effective date hereof and shall continue in full force and effect, and be binding upon Debtor, until all Obligations have been fully paid and performed.

12. Agent. Each Lender authorizes Secured Party exclusively to act on behalf of such Lender under this Agreement and any related documents or instruments, and grants Secured Party exclusive authority to exercise any powers hereunder or thereunder required to be performed by the Secured Party by the terms hereof or thereof, or any powers reasonably incidental thereto, including, without limitation, execution of any and all financing statements, assignments or other documents incidental to or in furtherance thereof. Secured Party agrees that, prior to taking any actions as agent hereunder (other than the actions set forth in Paragraph 3 for future advances, for which no consent of Lenders shall be required), Secured Party shall notify all Lenders of such proposed action and obtain the written consent of Lenders holding at least sixty-seven percent (67%) of the aggregate outstanding principal amounts under the Notes. Each Lender agrees to indemnify and hold harmless Secured Party, pro rata according to the percentage of the principal amount of such Lender's Note as against the aggregate principal amount of all Notes, from and against any and all liabilities, obligations, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including reasonable attorney's fees) of any kind or nature whatsoever ("Costs") which may at any time be imposed on, incurred by, or asserted against Secured Party in any way relating to or arising out of the Secured Party's obligations under this Agreement to act as agent on behalf of Lenders hereunder, to the extent that Secured Party is not reimbursed by Debtor; provided that no Lender shall be liable for any Costs resulting solely from the Secured Party's gross negligence or willful misconduct.

IN WITNESS WHEREOF, the Debtor has caused this Security Agreement to be duly executed and delivered as of the date first above written.

MXENERGY.COM INC.

By: 

Name: Jeffrey A. Mayer

Title: President and
Chief Executive Officer

AGREED:

Secured Party as Agent:

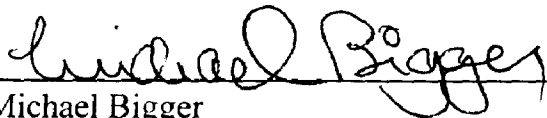
L&L CAPITAL PARTNERS, LLC

By: 

Name: Neal B. Rubin

Title: Member, Manager

Lenders:


Michael Bigger

Thomas D. Cunningham

Ken Fadner

William Jaffe, MD

E.B. Griswold

SOUTHSHORE CAPITAL FUND, LTD.

By: _____

NAKOMA INVESTMENTS, LLC

By: _____

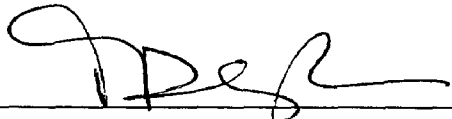
Mark Sullivan

Robert Steele

Kris Szabo

Lenders:

Michael Bigger



Thomas D. Cunningham

Ken Fadner

William Jaffe, MD

E.B. Griswold

SOUTHSHORE CAPITAL FUND, LTD.

By: _____

NAKOMA INVESTMENTS, LLC

By: _____

Mark Sullivan

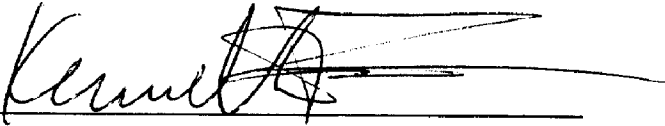
Robert Steele

Kris Szabo

Lenders:

Michael Bigger

Thomas D. Cunningham



Ken Fadner

William Jaffe, MD

E.B. Griswold

SOUTHSHORE CAPITAL FUND, LTD.

By: _____

NAKOMA INVESTMENTS, LLC

By: _____

Mark Sullivan

Robert Steele

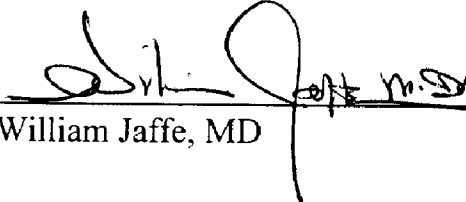
Kris Szabo

Lenders:

Michael Bigger

Thomas D. Cunningham

Ken Fadner



William Jaffe, MD

E.B. Griswold

SOUTHSHORE CAPITAL FUND, LTD.

By: _____

NAKOMA INVESTMENTS, LLC

By: _____

Mark Sullivan

Robert Steele

Kris Szabo

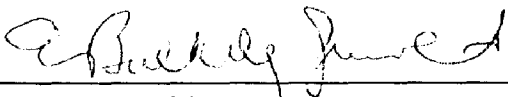
Lenders:

Michael Bigger

Thomas D. Cunningham

Ken Fadner

William Jaffe, MD



E.B. Griswold

SOUTHSHORE CAPITAL FUND, LTD.

By: _____

NAKOMA INVESTMENTS, LLC

By: _____

Mark Sullivan

Robert Steele

Kris Szabo

Lenders:

Michael Bigger

Thomas D. Cunningham

Ken Fadner

William Jaffe, MD

E.B. Griswold

SOUTHSHORE CAPITAL FUND, LTD.

R. Benetto *DeCastro*
By: Navigator Management Ltd.
Director

NAKOMA INVESTMENTS, L.L.C

By: _____

Mark Sullivan

Robert Steele

Kris Szabo

Lenders:

Michael Bigger

Thomas D. Cunningham

Ken Fadner

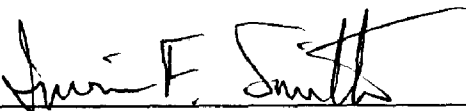
William Jaffe, MD

E.B. Griswold

SOUTHSHORE CAPITAL FUND, LTD.

By: _____

NAKOMA INVESTMENTS, LLC

By:  _____

Mark Sullivan

Robert Steele

Kris Szabo

Lenders:

Michael Bigger

Thomas D. Cunningham

Ken Fadner

William Jaffe, MD

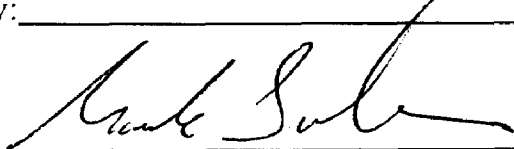
E.B. Griswold

SOUTHSHORE CAPITAL FUND, LTD.

By: _____

NAKOMA INVESTMENTS, LLC

By: _____



Mark Sullivan

Robert Steele

Kris Szabo

Lenders:

Michael Bigger

Thomas D. Cunningham

Ken Fadner

William Jaffe, MD

E.B. Griswold

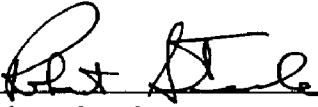
SOUTHSHORE CAPITAL FUND, LTD.

By: _____

NAKOMA INVESTMENTS, LLC

By: _____

Mark Sullivan



Robert Steele

Kris Szabo

Lenders:

Michael Bigger

Thomas D. Cunningham

Ken Fadner

William Jaffe, MD

E.B. Griswold

SOUTHSHORE CAPITAL FUND, LTD.

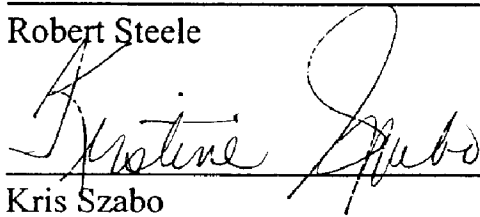
By: _____

NAKOMA INVESTMENTS, LLC

By: _____

Mark Sullivan

Robert Steele



Kris Szabo

Schedule 1

LENDERS

<u>Lender</u>	<u>Amount of Note</u>
Michael Bigger	\$ 50,000
Cunningham, Thomas D.	50,000
Fadner, Ken	450,000
Jaffe, William MD	50,000
E.B. Griswold	100,000
Southshore Capital Fund, Ltd.	500,000
Nakoma Investments, LLC	500,000
Sullivan, Mark	150,000
Steele, Robert	50,000
Szabó, Kris	100,000
<u>TOTAL:</u>	\$2,000,000

Schedule 2

INTELLECTUAL PROPERTY

<u>Application or Filing Number</u>	<u>Date of Filing</u>	<u>Description</u>	<u>Status</u>
75/702377	May 10, 1999	Service Mark: MxEnergy.com Consulting Services in the areas of Deregulation of Utilities, Energy Services and Energy Efficiency Int. Class 042	Granted
75/702378	May 10, 1999	Service Mark: MxEnergy.com Sale and distribution of electricity and natural gas, and on-line provision of information in the field of energy Int. Class: 039	Granted
75/714556	May 26, 1999	Service Mark: Infomeer.com Computerized on-line ordering services, featuring electric and gas meters and the provision of on-line energy consumption data allowing customers to audit and compare energy usage and costs Int. Class: 035	Granted

Schedule 3

COLLATERAL LOCATIONS FOR MXENERGY.COM INC.

Collateral Locations for MxEnergy.com Inc. as of 9/23/00

Type of Collateral	Connecticut	Kentucky	Maryland	Ohio	Pennsylvania
Equipment	20 Summer Street, 5th Floor Stamford, CT 06901 Fairfield County	745 W. Main Street, Suite 100 Louisville, Kentucky 40202 Jefferson County	2400 Liberty Heights Ave, Suite 1139 Baltimore, MD 21215 Baltimore City	None	None
Accounts Receivable & Inventory/Banked Gas	20 Summer Street, 5th Floor Stamford, CT 06901 Fairfield County	None	Baltimore Gas & Electric Company 39 W. Lexington Street Baltimore, MD 21201 Columbia Gas of Maryland 650 Washington Road Pittsburgh, PA 15228-2703	Columbia Gas of Ohio, Inc. 200 Civic Center Dr. P.O. Box 117 Columbus, Ohio 43216-0117	Columbia Gas of Pennsylvania, Inc. 650 Washington Road Pittsburgh, PA 15228-2703
Client Location by County	None	None	Prince Georges Howard Harford Baltimore County Baltimore City Carroll Anne Arundel Allegany Garnett Washington	Ashtabula Athens Belmont Carroll Champaign Clark Columbiana Coshocton Crawford Cuyahoga Delaware Erie Fairfield Franklin Gallia Greene Guernsey Hancock Harrison Holmes Huron Jackson Jefferson Knox Lawrence Licking Lorain Lucas Madison Marion Meigs Morrow Muskingum Ottawa Pickaway Richland Ross Sandusky Scioto Seneca Stark Washington Wayne Wood Wyandot	Allegheny Westmoreland Washington Beaver

Schedule 4

SUMMARY OF CONTRACTS

1. APPLICATION TO SUPPLY GAS UNDER SCHEDULE DSG, dated September 27, 1999, by and between MxEnergy.com Inc and Baltimore Gas and Electric Company.
2. BILLING AGENT AGREEMENT, dated October 26, 1999, by and between MxEnergy.com Inc and Baltimore Gas and Electric Company.
3. COLUMBIA GAS OF PENNSYLVANIA CUSTOMER CHOICE PROGRAM MARKETER AGREEMENT, dated _____, by and between MxEnergy.com Inc and Columbia Gas of Pennsylvania, Inc.
4. COLUMBIA GAS OF OHIO, INC. FULL REQUIREMENTS AGGREGATION SERVICE ASSOCIATED WITH THE COLUMBIA CUSTOMER CHOICE PROGRAM, dated _____, by and between MxEnergy.com Inc and Columbia Gas of Ohio, Inc.