

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
The McGraw-Hill Companies, Inc.		03/31/2006	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	E Source Companies LLC		
Street Address:	1630A 30th Street		
Internal Address:	Suite 239		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80301		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1809138	E SOURCE	
CORRESPONDENCE DATA			
Fax Number:	(303)292-3152		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(303) 292-5656		
Email:	lwalter@ir-law.com		
Correspondent Name:	Lisa C. Walter, Esq.		
Address Line 1:	633 17th Street		
Address Line 2:	Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	215412-001		
NAME OF SUBMITTER:	Lisa C. Walter		
Signature:	/Lisa C. Walter/		

CH \$40.00 1809138

Date:

04/04/2006

Total Attachments: 3

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TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS is a TRADEMARK AND DOMAIN NAME ASSIGNMENT ("Assignment") effective as of March 31, 2006, by The McGraw-Hill Companies, Inc., a New York corporation ("Seller"), whose address is 1221 Avenue of the Americas, New York, NY 10020 in favor of E Source Companies LLC, a Delaware limited liability company ("Buyer"), whose address is 1630A 30th Street, Suite 239, Boulder, Colorado 80301.

Seller, pursuant to the Asset Purchase Agreement dated March 23, 2006, (the "Agreement") by and between Seller and Buyer, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, and otherwise convey, solely and exclusively to Buyer, and Buyer's successors and assigns, all right, title, and interest throughout the world under United States and international laws and conventions, in and to the registered trademark and domain name set forth on Schedule A hereto, and all other trademarks, tradenames and domain names used exclusively in the E Source business (including, for clarity, any and all common law rights in and to trademarks and tradenames and applications or pending registrations therefor), together with the goodwill associated with all such trademarks, tradenames, and domain names throughout the world (collectively, the "Trademarks"). Seller further assigns to Buyer the right, but not the obligation, to do any of the following with respect to the Trademarks (i) sue for past, present, and future infringements, (ii) enforce any rights and file any causes of action, either in law or in equity, with respect to the Trademarks, and (iii) receive all income, royalties, fees, damages, and payments, now or hereafter due and payable with respect to the Trademarks.

From and after the date of this Assignment, Seller shall not use any of the Trademarks or any derivation thereof, or any other trademark, service mark, trade name, domain name, or other name that is similar in any way to the Trademarks or any of them.

Upon Buyer's request, Seller agrees to take all such actions and to execute and deliver all papers, instruments, and assignments as are necessary or appropriate, in order to fully effect the foregoing Assignment, including without limitation assignments and confirmation of assignments of trademark and domain name registrations with the United States Patent and Trademark Office, the Colorado Secretary of State, the Delaware Secretary of State, and/or applicable domain name registrars.

This Assignment shall be governed by the laws of the State of New York and the United States of America.

This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This Assignment may be executed in counterparts, each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same instrument. Signatures delivered via fax or .pdf signatures shall be binding as original signatures.

BUYER

E SOURCE COMPANIES LLC, a
Delaware limited liability company

Date Signed: 3/30, 2006

By: *Ronald M. Gerrans*
Name: Ronald M. Gerrans
Title: Manager and CEO

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 30th day of
March, 2006, by Ronald M. Gerrans as Manager of E SOURCE
COMPANIES LLC, a Delaware limited liability company.

WITNESS my hand and official seal.

My commission expires Oct. 6, 2008.

Elizabeth M. Jenkins
Notary Public
Elizabeth M. Jenkins

SCHEDULE A

1. Trademark:



E SOURCE
E Source

E SOURCE
UNITED STATES
9/21/1992
74/316,100
12/7/1993
1,809,138
REGISTERED 16

16 - PRINTED CONSULTING REPORTS, FLYERS, BROCHURES, AND NEWSLETTERS
ON THE SUBJECT OF ENERGY EFFICIENCY

2. Domain name: www.esource.com