

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
EnerNOC, LLC		02/05/2010	LIMITED LIABILITY COMPANY: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Name:	EnerNOC, Inc.		
Street Address:	101 Federal Street, Suite 1100		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2818308	ENERNOC	
CORRESPONDENCE DATA			
Fax Number:	(617)443-0004		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6174439292		
Email:	kseluga@sunsteinlaw.com		
Correspondent Name:	Kimberly J. Seluga		
Address Line 1:	125 Summer Street		
Address Line 2:	Sunstein Kann Murphy & Timbers LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110-1618		
ATTORNEY DOCKET NUMBER:	2721/216		
NAME OF SUBMITTER:	Kimberly J. Seluga		
Signature:	/kimberly j. seluga/		

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**TRADEMARK
 REEL: 004147 FRAME: 0166**

Date:

02/10/2010

Total Attachments: 3

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CONFIRMATORY TRADEMARK ASSIGNMENT

THIS CONFIRMATORY TRADEMARK ASSIGNMENT (the "Assignment"), effective as of the 5th day of June 2003 (the "Effective Date"), is made by and between EnerNOC, LLC a New Hampshire limited liability company (the "Assignor"), and EnerNOC, Inc. a Delaware corporation (the "Assignee").

In consideration of the value received and the mutual covenants of the parties, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Background. On June 5, 2003, Assignor assigned the trademark ENERNOC and all formatives of the mark ENERNOC, namely, all marks comprised of or containing the mark, including, but not limited to the mark in all colors, styles, fonts, combinations of upper and lower case letters (the "Trademarks"), together with the goodwill associated therewith, all common law rights therein, U.S. Trademark Registration Number 2,818,308. Assignor now confirms its assignment of the Trademarks to Assignee, and Assignee confirms that it accepted such assignment on the terms and conditions set forth in this Assignment.
2. Grant. Assignor confirms that it sold, assigned, and transferred to Assignee, its successors and assigns, the entire right, title, and interest in, to, and under the Trademarks, including all common law rights, trademark applications, registrations, and renewals, and the right to sue for past, present and future infringement, together with the goodwill symbolized by the Trademarks and the business, or portion thereof, to which the Trademarks pertain.
3. Further Acts / Recordal. Assignor further covenants with Assignee and confirms its earlier agreement to execute when requested such additional assignments, instruments and documents as may reasonably be necessary to effectuate this Assignment and to enable the Assignee to record the Assignment in the territories concerned, including recordations of

assignment of trademark suitable for filing with the United States Patent and Trademark Office and equivalent foreign agencies. To the extent required under applicable law or otherwise necessary, Assignor authorizes Assignee to apply for the recordal of the assignment of the Trademarks and to request the trademark offices in the territories concerned to issue to the Assignee any and all documents covering the Trademarks.

4. Warranty. Assignor warrants, covenants, and represents that it was, prior to the effectuation of this assignment, the owner of all rights, title and interest in the Trademarks, including all intellectual property rights in same; that it has not granted any license, right or privilege or in any other way encumbered same; that it has the full right to make this assignment, free of all licenses and encumbrances; and that any and all goodwill represented by the Trademarks is assigned herewith.

IN WITNESS WHEREOF, Assignor has caused this Confirmatory Trademark Assignment to be executed as of the Effective Date.

EnerNOC, LLC

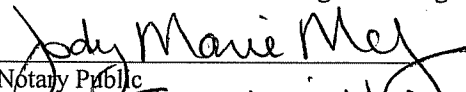
By: 
Name: Timothy G. Healy
Title: Chief Executive Officer

Date: Feb, 5, 2010

CERTIFICATE OF ACKNOWLEDGMENT

UNITED STATES OF AMERICA
COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 5 day of Feb, 2010, Timothy G. Healy personally appeared, known to me and further identified by presentation of a Massachusetts drivers license, and who being by me duly sworn, deposes and says that he served as the Chief Executive Officer of EnerNOC, LLC and that he is authorized to sign and has signed the foregoing instrument as such Chief Executive Officer and that he acknowledges such signing to be the free act and deed on behalf of EnerNOC, LLC.

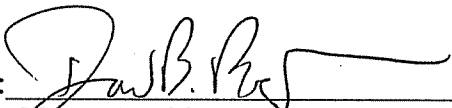

Notary Public
Print Name: Jody Marie McCoy
My Commission expires 10/31/2014

SEAL

DECLARATION OF ACCEPTANCE

The above named Assignee, EnerNOC, Inc., hereby declares that with effect from the 5th day of June, 2003, it has accepted the Trademarks, including all goodwill of the business symbolized by such Trademarks including all rights to recover past, present and future damages for infringement, assigned to it by Assignor, EnerNOC, LLC, pursuant to the foregoing Confirmatory Trademark Assignment.

EnerNOC, Inc.

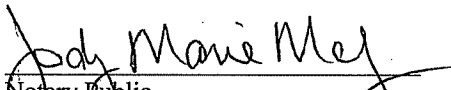
By: 
Name: David B. Brewster
Title: President and Co-Founder

Date: Feb 5, 2010

CERTIFICATE OF ACKNOWLEDGMENT

UNITED STATES OF AMERICA
COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 5 day of Feb, 2010, David B. Brewster personally appeared, known to me and further identified by presentation of a Massachusetts drivers license, and who being by me duly sworn, deposes and says that he is the President and Co-Founder of EnerNOC, Inc. and that he is authorized to sign and has signed the foregoing instrument as such President and Co-Founder, and that he acknowledges such signing to be the free act and deed of EnerNOC, Inc.


Notary Public
Print Name: Jody Marie McCoy
My Commission expires 10/31/2014

SEAL

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