

10-08-2002



Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

102243099
TRADEMARKS ONLYU.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Twin Rivers Technologies,
Limited Partnership

- ☐ Individual(s) ☐ Association
☐ General Partnership ☒ Limited Partnership
☐ Corporation-State (Massachusetts)
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Trademark Nunc Pro Tunc

Execution Date: Partial Assignment
October 1, 2002

2. Name and address of receiving party(ies)

Name: World Energy Alternatives, LLC

Internal

Address: _____

Street Address: 11A Jay StreetCity: Cambridge State: MA Zip: 02139

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____

☒ Other Delaware limited liability company

If assignee is not domiciled in the United States, a domestic

representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2027453

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Susan Neuberger WellerInternal Address: Mintz, Levin, Cohn, Ferris,
Glovsky and Popeo, P.C.Street Address: 12010 Sunset Hills Road,
Suite 900City: Reston State: VA Zip: 201906. Total number of applications and registrations involved: 17. Total fee (37 CFR 3.41).....\$ 40.00☒ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

50-0311

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.*Susan Neuberger Weller
Name of Person Signing

Signature

October 3, 2002
DateTotal number of pages including cover sheet, attachments, and document: 3Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

10/07/2002 LMUELLER 00000254 2027453

01 FC:481

40.00 DP

TRADEMARK
REEL: 002594 FRAME: 0094

TRADEMARK NUNC PRO TUNC PARTIAL ASSIGNMENT

WHEREAS, TWIN RIVERS TECHNOLOGIES, LIMITED

PARTNERSHIP, a Massachusetts limited partnership, with a business address at 780 Washington Street, Quincy, Massachusetts. 02169 (“Assignor”), has adopted and used in commerce the trademark which is the subject of U.S. Registration No. 2,027,453 for the mark ENVIRODIESEL® (“Mark”) registered with the U.S. Patent and Trademark Office on December 31, 1996; and

WHEREAS, under a Purchase and Sale Agreement dated November 16, 1998 (“Agreement”), Registrant granted to **WORLD ENERGY ALTERNATIVES, LLC**, a Delaware limited liability company, with a business address at 11A Jay Street, Cambridge, Massachusetts, 02139 (“Assignee”), a joint ownership interest in the Mark, the registration, and the goodwill thereof.

NOW, THEREFORE, for good and valuable consideration the sufficiency of which is hereby acknowledged and subject to the terms and conditions of the Agreement, Assignor hereby assigns to Assignee fifty percent (50%) of: (1) the right, title, and interest in the Mark and the registration therefor; (2) the goodwill of the business symbolized by the Mark; and (3) the right to sue for and collect damages for past infringements. This partial assignment and resultant joint ownership shall be in effect for as long as the Agreement is effective. Upon expiration or termination of the Agreement, all right, title, and interest in the Mark and the registration therefor, together with the accompanying goodwill and the right to sue for and collect damages for past infringements, shall revert back in their entirety to Assignor.

This assignment shall be deemed effective as of November 16, 1998, the date of execution of the Agreement.

ASSIGNOR:

TWIN RIVERS TECHNOLOGIES,
LIMITED PARTNERSHIP

By: *Kenneth D. Thode*

Name: *Kenneth D. Thode*

Title: *Exec. V.P.*

Date: *10/1*, 2002

RES 69740v1