

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
Summit Blue, LLC		11/30/2009	LIMITED LIABILITY COMPANY: COLORADO

RECEIVING PARTY DATA

Name:	Navigant Consulting, Inc.
Street Address:	30 South Wacker Drive, Suite 3550
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2681252	SUMMIT BLUE

CORRESPONDENCE DATA

Fax Number: (312)573-5678
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-583-2688
 Email: dawn.cassie@navigantconsulting.com
 Correspondent Name: Dawn M. Cassie c/o Navigant Consulting
 Address Line 1: 30 S. Wacker Drive, Suite 3550
 Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Dawn M. Cassie
Signature:	/Dawn M. Cassie/
Date:	06/22/2010

Total Attachments: 8

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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of December 23, 2009 (this "**Agreement**"), among Navigant Consulting, Inc., a Delaware corporation ("**Buyer**"), Summit Blue, LLC, a Colorado limited liability company ("**Seller**"), and each of the members of Seller listed on the signature page hereto (the "**Members**," and each a "**Member**").

WHEREAS, Seller is engaged in the business of providing consulting services in the areas of program design and evaluation of energy efficiency and renewable resources to energy companies, government organizations, regulators and utilities (the "**Business**"); and

WHEREAS, Seller desires to sell, and the Members desire to cause Seller to sell to Buyer, and Buyer desires to purchase from Seller, on a going concern basis, substantially all of the assets, properties and business of Seller, all on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is hereby agreed among Seller, the Members and Buyer as follows:

ARTICLE I

DEFINITIONS

1.1 **Definitions.** In this Agreement, the following terms have the meanings specified or referred to in this **Section 1.1** and shall be equally applicable to both the singular and plural forms.

"Affiliate" means, with respect to any Person, any other Person which, at the time of determination, directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with such Person.

"Agreed Accounting Principles" means generally accepted accounting principles in the United States, consistently applied; provided, however, that, with respect to any matter as to which there is more than one generally accepted accounting principle, Agreed Accounting Principles means the accounting principles applied in the preparation of the Balance Sheet, and provided further, however, that, for purposes of the Agreed Accounting Principles, no known adjustments for items or matters, regardless of the amount thereof, shall be deemed to be immaterial.

"Agreement" has the meaning specified in the introductory paragraph hereto.

"Allocation Schedule" has the meaning specified in **Section 3.2**.

"Assumed Liabilities" has the meaning specified in **Section 2.3**.

"Balance Sheet" means the unaudited balance sheet of Seller as of the Balance Sheet Date included in **Schedule 5.4**.

ARTICLE II

PURCHASE AND SALE

2.1 Purchased Assets. Upon the terms and subject to the conditions of this Agreement, on the Closing Date, Seller shall sell, transfer, assign, convey and deliver to Buyer, and Buyer shall purchase from Seller, on a going concern basis, free and clear of all Encumbrances (except for Permitted Encumbrances), all of the business and operations of Seller and the goodwill associated therewith and all of the assets and properties of Seller of every kind and description, wherever located, real, personal or mixed, tangible or intangible, as the same shall exist on the Closing Date (herein collectively called the "Purchased Assets"), including, all right, title and interest of Seller in, to and under:

- (a) all of the assets reflected on the Balance Sheet;
- (b) all client deposits and prepayments for work not completed as of the Closing Date ("Deposits"), including the Deposits set forth on Schedule 2.1(B);
- (c) the Governmental Permits listed in Schedule 5.9;
- (d) the real estate leases and leasehold improvements listed or described in Schedule 5.11;
- (e) the equipment, furniture and other personal property listed or referred to in Schedule 5.13;
- (f) the personal property leases listed in Schedule 5.14;
- (g) all Intellectual Property (and all goodwill associated therewith), and the agreements, contracts, licenses, sublicenses, assignments and indemnities, listed in Schedule 5.15;
- (h) the contracts, agreements or understandings listed or described in Schedule 4.5;
- (i) all client engagements, contracts or agreements with clients, client relationships, client work papers, client work product and client lists;
- (j) all Trade Secrets and other proprietary or confidential information;
- (k) the Software listed in Schedule 5.15;
- (l) all rights, claims or causes of action against third parties relating to the assets, properties, business or operations of Seller arising out of transactions occurring prior to the Closing Date;
- (m) all publications, know-how, developments, models, databases, computer files, training programs, inventories, books and records (including all data and other information stored on discs, tapes or other media) including sales, advertising and marketing materials; and

(n) all telephone, telex and telephone facsimile numbers, Internet sites, Internet domain names, URLs and addresses and other directory listings utilized by Seller.

2.2 Excluded Assets. Notwithstanding the provisions of Section 2.1, the Purchased Assets shall not include the following (herein referred to as the "Excluded Assets"):

(a) all cash, cash equivalents and the Seller's bank accounts, excluding all Deposits;

(b) the real estate lease, sublease and leasehold relating to the real estate located in Chicago, Illinois (the "Chicago Lease");

(c) security deposits held by landlords for real estate leases listed or described in Schedule 5.11;

(d) all of the capital stock or other ownership interests owned by Seller in Summit Blue Canada, Inc. ("SB Canada");

(e) those assets disposed of or converted into cash after the Balance Sheet Date in the ordinary course of the Business consistent with past practice;

(f) all client accounts receivable generated by the Business (including but not limited to the client accounts receivable generated by SB Canada) and all work-in-process, in each case as of the Closing Date, in accordance with the Agreed Accounting Principles (collectively, the "Excluded Receivables");

(g) Seller's rights, claims or causes of action against third parties relating to the Business which might arise in connection with the collection of the Excluded Receivables (subject to Section 7.7), the discharge by Seller of the Excluded Liabilities or which otherwise relate solely to the Excluded Assets;

(h) all minute books and membership interest transfer books and records of Seller;

(i) the computers and furniture owned by Seller's employees and all agreements specifically described on Schedule 2.2(i);

(j) Seller's employee benefit agreements, plans or arrangements listed in Schedule 5.18(A), Schedule 5.18(B) and Schedule 5.18(C) or otherwise maintained by Seller on behalf of persons employed or formerly employed by, or performing services or formerly performing services for, Seller;

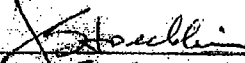
(k) all refunds of any Tax for which Seller is liable pursuant to Section 7.2, including but not limited to refunds of overpayment for Social Security withholding; and

(l) all refunds from premiums paid for Seller's insurance policies.

2.3 Assumed Liabilities. On the Closing Date, Buyer shall deliver to Seller the Instrument of Assumption pursuant to which Buyer shall assume and agree to discharge the

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

NAVIGANT CONSULTING, INC.

By: 
Name: J. STOECKLEIN
Its: U.P.

SUMMIT BLUE, LLC

By: _____
Kevin Cooney, CEO

MEMBERS:

Brent Barkett

Kevin Cooney

Randy Gunn

Floyd Keneipp

Frank Stern

Daniel Violette

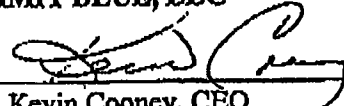
[signature page to Asset Purchase Agreement]

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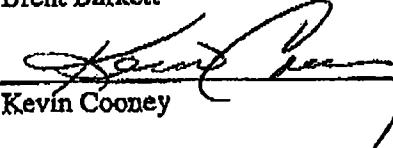
By: _____
Name:
Its:

SUMMIT BLUE, LLC

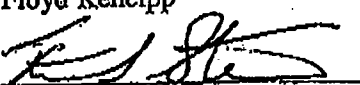
By: 
Kevin Cooney, CEO

MEMBERS:


Brent Barkett


Kevin Cooney

Randy Gunn

Floyd Keneipp

Frank Stern


Daniel Violette

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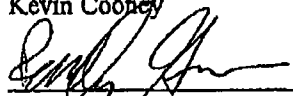
By: _____
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Its:

SUMMIT BLUE, LLC

By: _____
Kevin Cooney, CEO

MEMBERS:

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Kevin Cooney


Randy Gunn

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Kevin Cooney, CEO

MEMBERS:

Brent Barkett

Kevin Cooney

Randy Gunn

Floyd Keneipp

Frank Stern

Daniel Violette

[signature page to Asset Purchase Agreement]

DISCLOSURE SCHEDULE

Schedule 5.15: Intellectual Property

5.15(a):

Intellectual Property (including Registered Owner, Registration or Application #, Expiration Date):

1. **Registered and Unregistered Trademarks, Service Marks, and Trade Names:**

The registered service mark "Summit Blue", U.S. Registration No. 2,681,252.

Seller's common law trademark and/or service mark rights in the following unregistered trademarks and service marks:

"Summit Blue" in Canada

Demand Response Simulator (DRSim™)

Demand Side Management Simulator (DSMSim™)

Renewable Energy Simulator (RE-Sim™)

FACT-EMV™ online data system to manage the logistics of evaluation field activity.

The service mark "Summit Blue" and design (previously U.S. Serial No. 78069279), including common law service mark rights in Canada

Seller's trade names:

Summit Blue Consulting

Summit Blue Design

Summit Blue Energy Services

Summit Blue Renewable Energy

Summit Blue Canada

2. **Domain Names:**

www.summitblue.com

www.summitblue.net

3. **Registered and Unregistered Designs, Logos, Slogans:**

The service mark "Summit Blue" and design (previously U.S. Serial No. 78069279).

Seller's unregistered slogan: "A View from Summit Blue" used in connection with its newsletter.

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