

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hallberg Engineering, Inc.		08/15/2008	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Energy Efficiency Programs, Inc.		
<b>Street Address:</b>	1750 Commerce Court		
<b>City:</b>	White Bear Lake		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55110		
<b>Entity Type:</b>	CORPORATION: MINNESOTA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76669668	SEE SCHOOLS FOR ENERGY EFFICIENCY	
<b>Registration Number:</b>	3361045	SCHOOLS FOR ENERGY EFFICIENCY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)349-6556		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	612-339-7461		
<b>Email:</b>	Jim@nm-iplaw.com		
<b>Correspondent Name:</b>	James T. Nikolai		
<b>Address Line 1:</b>	900 Second Avenue So.		
<b>Address Line 2:</b>	Suite 820		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	20061097		
<b>NAME OF SUBMITTER:</b>	James T. Nikolai		
<b>Signature:</b>	/s/James T. Nikolai		

CH \$65.00 76669668

Date:

08/30/2010

Total Attachments: 4

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**BILL OF SALE AND ASSIGNMENT AGREEMENT**

This Bill of Sale and Assignment Agreement is made and entered into this 15 day of August, 2008, by and between Hallberg Engineering, Inc., a Minnesota corporation ("Seller") and Energy Efficiency Programs, Inc., a Minnesota corporation ("Buyer").

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns and transfers to Buyer all of its right, title and interest in and to each and all of the assets described on the attached Schedule A, which assets are free and clear of all mortgages, liens, claims, charges, encumbrances, security interests, pledges or title retention agreements or leases of any kind or nature.

2. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns and transfers to Buyer the entire right, title and interest in and to the Marks, the application and the registration identified in Schedule B together with the goodwill of the business associated with said Marks. As used herein "Marks" includes any trademarks, service marks, trade names and trade dress.

3. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns and transfers to Buyer, the entire right, title and interest in and to the copyrights listed in Schedule C.

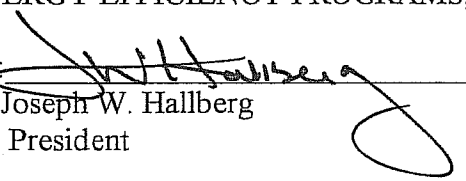
4. The assets listed in Schedules A-C of this Agreement are collectively referred to as the "Purchased Assets". Buyer has inspected the Purchased Assets and accepts the same in their present "as-is" condition, with all faults, and with no representation or warranty by Seller as to physical condition, quality or fitness for any particular purpose.

5. The Purchased Assets are being transferred to Buyer without reservation or qualification, and Seller agrees to defend the sale of the Purchased Assets made hereby to Buyer against all persons lawfully claiming the whole or any part thereof.

6. This Bill of Sale and Assignment Agreement shall be binding upon and inure to the benefit of and be enforceable against the parties hereto and their respective representatives, successors and assigns, and shall in all respects be governed, enforced and interpreted in accordance with the laws of the State of Minnesota.

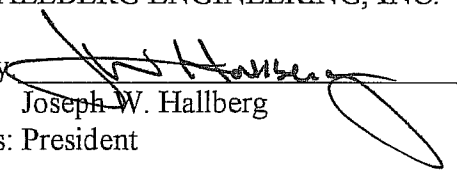
BUYER:

ENERGY EFFICIENCY PROGRAMS, INC.

By:   
Joseph W. Hallberg  
Its: President

SELLER:

HALLBERG ENGINEERING, INC.

By:   
Joseph W. Hallberg  
Its: President

## **SCHEDULE A**

### **EQUIPMENT / TANGIBLE ASSETS**

#### **Technology**

Utility Manager Pro Software License, Metrix Software Upgrade, Misc Software, 4 Laptop computers, Misc Hardware

#### **Furniture**

Work stations, Chairs, Desks, Shelves, Tackboard, File Cabinets

### **INVENTORY AND SUPPLIES**

Printer, copy machine, miscellaneous office supplies

### **OTHER TANGIBLE ASSETS**

All Seller's right, title and interest in and to the telephone numbers (651) 783-5630 thru 5650; but with no warranty by Seller as to their transferability to Buyer.

All client files and client lists relating to its operations under the name "Energy Efficiency Programs, Inc" or "Schools for Energy Efficiency".

All rights of Seller under contracts with clients from and after the date hereof relating to Seller's "Energy Efficiency Programs".

All rights of Seller under prepaid advertising contracts relating to Seller's "Energy Efficiency Programs".

**SCHEDULE B**

Mark	U.S. Appln. No.	Filing Date	U.S. Reg. No.	Reg. Date
SCHOOLS FOR ENERGY EFFICIENCY	76/669,669	Nov. 29, 2006	3,361,045	Dec. 25, 2007
SEE SCHOOLS FOR ENERGY EFFICIENCY & Design	76/669,668	Nov. 29, 2006		

All other unregistered trademarks, service marks, trade names and trade dress in which Seller has rights and which Seller only uses in connection with its Schools for Energy Efficiency Program. Ownership of all other trademarks, service marks, trade names and trade dress used by Seller shall be retained by Seller.

### SCHEDULE C

Full Title	Copyright No.	Date
Schools for Energy Efficiency (SEE) program support kit: year three.	TX0006610448	2005
Schools for energy efficiency (SEE) implementation guide.	TX0006605107	2002
Schools for energy efficiency (SEE) overview guide.	TX0006604375	2007
Schools for energy efficiency (SEE) program support kit, year one.	TX0006625286	2002
Schools for energy efficiency (SEE) program support kit, year two.	TX0006604016	2004
Schools for energy efficiency (SEE) strategies handbook.	TX0006604015	2002
Schools for energy efficiency (SEE) year 1 program support kit: comprehensive.	TX0006604376	2007
Schools for energy efficiency (SEE): year 2, Program support kit-comprehensive.	TX0006604377	2006
Schools for energy efficiency (SEE) year one campaign materials awareness.	TX0001413236	2003
Schools for energy efficiency (SEE) year two campaign materials-awareness.	TX0001413202	2004
Schools for Energy Efficiency (SEE) year two campaign materials-comprehensive.	TX0001413241	2006

Any other copyrights owned by Seller covering works only used by Seller in connection with its Schools for Energy Efficiency Program. Ownership of all other copyrights owned by Seller shall be retained by Seller.