

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
Accent Energy Group LLC		12/23/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Accent Energy Holdings LLC		
Street Address:	5455 Muirfield Court		
Internal Address:	c/o Lance W. Schneier		
City:	Dublin		
State/Country:	OHIO		
Postal Code:	40317		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3459209	ECOVOOM	
Registration Number:	3459210		
Registration Number:	3455086	WHAT ON EARTH YOU CAN DO	
CORRESPONDENCE DATA			
Fax Number:	(202)533-9099		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-467-8908		
Email:	behogue@vorys.com, iplaw@vorys.com, cmott@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 -- IPLAW@VORYS		
Address Line 2:	Attn: Christopher M. Ott, Esq.		
Address Line 4:	Columbus, OHIO 43216		
ATTORNEY DOCKET NUMBER:	53349-19/0769/AEHOLDTMAS		

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**TRADEMARK
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NAME OF SUBMITTER:	Christopher M. Ott
Signature:	/christopher m ott/
Date:	07/07/2011
Total Attachments: 4 source=ECOVOOM mark assignment from Group to Holdings#page1.tif source=ECOVOOM mark assignment from Group to Holdings#page2.tif source=ECOVOOM mark assignment from Group to Holdings#page3.tif source=ECOVOOM mark assignment from Group to Holdings#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of December 23, 2010 is made by Accent Energy Group LLC, a Delaware limited liability company ("Assignor") and Accent Energy Holdings LLC, a Delaware limited liability company ("Assignee").

BACKGROUND

WHEREAS, Assignor owns the trademarks listed on Schedule A (the "Trademarks").

WHEREAS, Assignor desires to assign all of its right, title and interest in and to the Trademarks to Assignee.

WHEREAS, Assignee desires to accept such assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the parties agree as follows:

AGREEMENT

1. Assignment. Assignor hereby conveys, transfers and assigns to Assignee (the "Assignment"), and Assignee hereby assumes, all of Assignor's right, title and interest in and to:
 - (a) the Trademarks, together with the goodwill symbolized thereby and all issuances, extensions and renewals thereof;
 - (b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (c) any and all claims, with respect to any of the foregoing, for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation. Assignor authorizes the Commissioner for Trademarks and any other national, federal and state government officials to record and register the Assignment upon request by Assignee.

3. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
4. Governing Law. Any issue or dispute regarding the validity, interpretation, performance or breach of this Agreement shall be governed by and construed in accordance with the substantive laws of the State of Ohio, excluding any rule or principle which might refer a dispute to the substantive laws of another jurisdiction.
5. Descriptive Headings. The descriptive headings of this Agreement were inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.
6. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date first above written.

ACCENT ENERGY GROUP LLC

By 

Name: Lance W. Schneier
Title: Chief Executive Officer

ACCENT ENERGY HOLDINGS LLC


By 

Name: Lance W. Schneier
Title: Chief Executive Officer

TRADEMARK

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**SCHEDULE A
TRADEMARKS**

Trademark	Owner	Status	Application or Registration Number	Filing or Registration Date
ECOVOOM	Accent Energy Group LLC	Registered	3,459,209	01-Jul-2008
Miscellaneous (Footprint) Design 	Accent Energy Group LLC	Registered	3,459,210	01-Jul-2008
WHAT ON EARTH YOU CAN DO	Accent Energy Group LLC	Registered	3,455,086	24-Jun-2008