

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		07/06/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Energy Price Protector 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: 2			
Property Type	Number	Word Mark	
Registration Number:	3681673	ENERGY PRICE PROTECTOR	
Registration Number:	3690176	ENERGY PRICE PROTECTOR	
CORRESPONDENCE DATA			
Fax Number:	(202)533-9099		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-467-8909		
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/ENERGYTMAS		
NAME OF SUBMITTER:	Christopher M. Ott		

CH \$65.00 3681673

900196422

TRADEMARK
 REEL: 004577 FRAME: 0080

Signature:	/christopher m ott/
Date:	07/07/2011
Total Attachments: 6 source=EPP Asset Agreement from Group to EPP LLC#page1.tif source=EPP Asset Agreement from Group to EPP LLC#page2.tif source=EPP Asset Agreement from Group to EPP LLC#page3.tif source=EPP Asset Agreement from Group to EPP LLC#page4.tif source=EPP Asset Agreement from Group to EPP LLC#page5.tif source=EPP Asset Agreement from Group to EPP LLC#page6.tif	

ASSET PURCHASE AND SALE AGREEMENT

This Asset Purchase and Sale Agreement ("Agreement") made as of the 6 day of July, 2010, by and among Accent Energy Holdings LLC, Accent Energy Group LLC and Attribute Energy LLC (each, a "Seller" and collectively, the "Sellers") and Energy Price Protector LLC ("Buyer").

RECITAL

WHEREAS, Lance W. Schneier ("Schneier") has developed a energy price protection services business model (the "Energy Price Protector Business") for the benefit of Sellers and Buyer; and

WHEREAS, under separate agreement, the Sellers have transferred all outstanding equity interests in Buyer to Schneier; and

WHEREAS, Sellers desire to sell, and Buyer desires to purchase all the intangible assets created for and used in the Energy Price Protector Business held by Sellers and not previously contributed to Buyer prior to the transfer of all interests in Buyer to Schneier immediately preceding the effectiveness of this Agreement;

Now, therefore, the parties agree as follows:

1. Upon the terms and subject to the conditions set forth in this Agreement, Sellers hereby sell, convey, assign, transfer and deliver to Buyer, and Buyer hereby purchases and acquires from Sellers all of Sellers' right, title and interest in and to all the following assets relating to the Energy Price Protector Business (the "Assets"):
 - a. Energy Price Protector LLC's name, together with the assumed fictional business names, trade names, registered and unregistered trademarks, service marks and applications set forth on Annex A hereto, and the goodwill associated therewith (collectively, the "EPP Marks");
 - b. Attribute Energy LLC's name, together with the assumed fictional business names, trade names, registered and unregistered trademarks, service marks and applications set forth on Annex A hereto, and the goodwill associated therewith but exclusive of any direct or indirect interest or rights of Sellers in the "EcoVoom" name (collectively, the "Attribute Energy Marks," and together with the EPP Marks, the "Marks");
 - c. all patents, patent applications and inventions and discoveries that may be patentable (collectively, the "Patents") relating specifically to the Energy Price Protector Business that are listed on Annex A hereto;

- d. all registered and unregistered copyrights in both published works and unpublished works relating specifically to the Energy Price Protector Business that are listed on Annex A hereto (collectively, the “Copyrights”);
- e. all know-how, trade secrets, confidential or proprietary information, customer lists, all computer software and subsequent versions thereof, including source code, object, executable or binary code, objects, comments, screens, user interfaces, report formats, templates, menus, buttons and icons and all files, data, materials, manuals, design notes and other items and documentation related thereto or associated therewith, technical information, data, process technology, plans, and market research relating specifically to the Energy Price Protector Business (collectively, “Trade Secrets and Software”); and
- f. all rights in internet web sites and internet domain names relating specifically to the Energy Price Protector Business listed on Schedule A hereto (collectively “Net Names”).

The Marks, Patents, Copyrights, Trade Secrets and Software and Net Names are solely the items identified in Annex A to this Agreement.

- 2. In conjunction with the execution and delivery hereof, and in consideration for the Assets set forth above, Buyer is delivering to Accent Energy Holdings LLC the sum of \$10,000, payable by wire transfer of immediately available funds to a bank account designated for that purpose by Accent Energy Holdings LLC.
- 3. Sellers covenant to change the name of Attribute Energy LLC to exclude the use of the words “Attribute Energy.”
- 4. Sellers shall execute such instruments as the Buyer may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Buyer and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Buyer of, any and all of the Marks, Patents, Copyrights, Trade Secrets and Software and Net Names.
- 5. SELLERS MAKE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE ASSETS EXCEPT AS SPECIFICALLY SET FORTH HEREIN. THE REPRESENTATIONS AND WARRANTIES SPECIFICALLY SET FORTH HEREIN ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY DISCLAIMED INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 6. This Agreement will be governed by and construed under the laws of the State of Ohio without regard to conflicts-of-laws principles that would require the application of any other law.

7. This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter (including any letter of intent and any confidentiality agreement between Buyer and Seller) and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the party to be charged with the amendment.

8. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

[signature page follows]

IN WITNESS WHEREOF, Seller has caused its duly authorized officer to execute this Energy Price Protector Assets Purchase and Sale Agreement as of the date first above written.

SELLERS:

Accent Energy Holdings LLC

By: Raymond V Hamman
Print Name: Raymond V Hamman
Title: COO

Accent Energy Group LLC

By: Raymond V Hamman
Print Name: Raymond V Hamman
Title: COO

Attribute Energy LLC

By: [Signature]
Print Name: LANCE W SCHNEIDER
Title: CEO

BUYER:

Energy Price Protector LLC

By: [Signature]
Print Name: LANCE W SCHNEIDER
Title: CEO

ANNEX A

Trademarks and Service Marks

Energy Price Protector – Registration No. 3,681,673

Energy Price Protector (and design) – Registration No. 3,690,176

Domain Names

CAPTAINPRICELOCK.COM
CAPTAINPRICELOCK.NET
ENERGYCERTAIN.COM
ENERGYHEDGEHOG.COM
ENERGYHEDGEHOG.NET
ENERGYLEASH.COM
ENERGYLEASH.NET
ENERGYLID.COM
ENERGYOMICS.COM
ENERGYPRICEGUARD.COM
ENERGYPRICEGUARD.NET
ENERGYPRICEPROTECTOR.COM
ENERGYPRICEPROTECTOR.NET
ENERGYUPSIDE.COM
FAIRHEDGE.COM
FUELLID.COM
FUELNOMICS.COM
GEOUPSIDE.COM
HEDGEASY.COM
HEDGEEASY.COM
HEDGEFREE.COM
HEDGELEVEL.COM
HEDGELING.COM
HEDGELOCK.COM
HEDGEPOSITIVE.COM
HEDGEREAL.COM
HEDGERGY.COM
HEDGESET.COM
HEDGESIMPLE.COM
HEDGESTUFF.COM
HEDGETRUE.COM
HEDGEUP.COM
HEDGLING.COM
IVERTE.COM
LOCKFUEL.COM
LOCKFUEL.INFO
LOCKFUEL.NET
MYENERGYCAP.COM
MYENERGYCAP.NET
MYENERGYLOCK.COM
MYENERGYPUT.COM
OURHEDGE.COM
POSITIVEHEDGE.COM
PRICECERTAIN.COM
SELFHEDGE.COM
SIMPLEHEDGE.COM

SLOPECHANGE.COM
SLOPEFIX.COM
SPIRALSTOP.COM
SURGELOCK.COM
ATTRIBUTEENERGY.BIZ
ATTRIBUTEENERGY.COM
ATTRIBUTEENERGY.INFO
ATTRIBUTEENERGY.ORG
ATTRIBUTENERGY.COM

Patents and Patent Applications

Pending patent for Energy price protection system and method –
Application Number 12/322,577

Website

www.energypriceprotector.com

Trade Secrets and Software and Related Property

- (a) The Energy Price Protector computer software in both object code and source code formats, together with any and all works derivative thereof, as well as all current, previous, enhanced and developmental versions of such software and any variations thereof, and all administrative manuals, end-user manuals, training materials, support and maintenance materials, design specifications, programmer documentation and notes regarding the development, implementation and support of such software, lists of all necessary compilers and other system utilities and all content and digital images (the “Software”);
- (b) All copyrights, patents, trade secrets, plans, processes, know-how, inventions and all other forms of intellectual property, in each and every case related to, represented by or embodied in the Software; and
- (c) PostgreSQL 8 Database inclusive of data.
- (d) All know-how, trade secrets, confidential or proprietary information, customer lists, files, data, materials, manuals, design notes and other items and documentation related specifically to the Energy Price Protector Business, and all technical information, data, process technology, plans, and market research relating specifically to the Energy Price Protector Business.