

## 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
Pace Global Energy Services, LLC		12/28/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Siemens Industry, Inc.		
Street Address:	3333 Old Milton Parkway		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30005		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	77582869	ECOGRATION	
Serial Number:	77251581	ECOLINK	
Serial Number:	77131931	ENERGY TRUSTEE	
Serial Number:	76553655	ENERGY ZONE	
Serial Number:	77251614	PACE	
Serial Number:	85162862	PACE GLOBAL	
Serial Number:	76617792	PACE RIFP	
Serial Number:	76615630	PACE RIRP	
Serial Number:	76553654	RISKSPECTIVES	
Serial Number:	76164352		
Serial Number:	78776528	THE NEW ENERGY IN THE MARKET	
Serial Number:	77258022	THE POWER OF INTEGRATION	
CORRESPONDENCE DATA			

Fax Number: (732)590-1239  
Phone: 7325906843  
Email: andrea.evensen@siemens.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Andrea Lynn Evensen  
Address Line 1: 170 Wood Ave  
Address Line 4: Iselin, NEW JERSEY 08830

ATTORNEY DOCKET NUMBER:	S-US-IC-BT-3300 (PACE)
NAME OF SUBMITTER:	Andrea L. Evensen
Signature:	/Andrea L. Evensen/
Date:	01/18/2012

**Total Attachments: 5**  
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source=EC U.S. Bill of Sale and Assignment and Assumption Agreement#page3.tif  
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**BILL OF SALE AND  
ASSIGNMENT AND ASSUMPTION AGREEMENT**

This BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Assignment Agreement**"), is dated as of December 28, 2011, by and among C.C. Pace Resource Management, L.L.C., a Delaware limited liability company, Sutherland Holdings, Inc., a Virginia Corporation, Pace Global Energy Services, LLC, a Delaware limited liability company, Pace Global Russia, LLC, a Delaware limited liability company, Pace Carbon, LLC, a Delaware limited liability company, Pace Financial Services Holdings, LLC, a Delaware limited liability company, Pace Financial Services, LLC, a Delaware limited liability company, and Pace Global Asset Management, LLC, a Delaware limited liability company (each, an "**Assignor**" and, collectively, the "**Assignors**"), and Siemens Industry, Inc., a Delaware corporation (the "**Assignee**").

**WHEREAS**, the Assignee and the Assignors and certain of their Affiliates have entered into an Asset Purchase Agreement, dated as of December 9, 2011 (the "**Purchase Agreement**"), pursuant to which, among other things, the Assignors have agreed to sell, assign, transfer, deliver and convey to Siemens, or one or more Affiliates of Siemens, for the consideration and on the terms and conditions set forth in the Purchase Agreement, all of the Assignors' right, title and interest in and to all of the assets that comprise the Acquired Assets which are not Russia Acquired Assets or U.K. Acquired Assets and which are not held by Pace Global Energy Risk Management, LLC, a Delaware limited liability company ("**PGRM**"), which is being purchased by the Assignee at the Closing (the "**U.S. Acquired Assets**").

**WHEREAS**, pursuant to the Purchase Agreement the Assignee has agreed to accept, or cause one or more of its Affiliates to accept, the transfer of all of the U.S. Acquired Assets and to assume, or cause one or more of its Affiliates to assume, on the terms and conditions set forth in the Purchase Agreement, the Assumed Liabilities which are not Russia Assumed Liabilities or U.K. Assumed Liabilities or liabilities of PGRM being assumed as a result of the purchase of PGRM (the "**U.S. Assumed Liabilities**").

**WHEREAS**, the Assignee has decided to purchase the U.S. Acquired Assets (the "**Specified Assets**") and to assume the U.S. Assumed Liabilities (the "**Specified Liabilities**") pursuant to the terms of the Purchase Agreement and this Assignment Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Sale and Transfer of Assets.** Effective as of 11:59 p.m., New York time on December 28, 2011, pursuant to, and upon the terms and subject to the conditions set forth in, the Purchase Agreement, Assignors hereby sell, convey, transfer, assign and deliver to the Assignee all of Sellers right, title and interest in and to the Specified Assets. Notwithstanding anything to the contrary herein, the Assignor is not hereby purchasing or acquiring any of the Excluded Assets.

2. **Assumption of Assumed Liabilities.** Effective as of 11:59 p.m., New York time on December 28, 2011, pursuant to, and upon the terms and subject to the conditions set forth in, the Purchase Agreement, the Assignee hereby assumes and agrees to pay, discharge or perform, as appropriate, the Specified Liabilities, including the Specified Liabilities that may arise in connection with the any U.S. Acquired Contract which forms part of the Specified Assets. Notwithstanding anything to the contrary herein, the Assignee is not hereby assuming or agreeing to pay any of the Retained Liabilities, including the Retained Liabilities with respect to any of the U.S. Acquired Contracts.

3. **Relationship to Purchase Agreement.** This Assignment Agreement is being executed pursuant to the terms of the Purchase Agreement. The applicable terms and conditions of the Purchase Agreement are incorporated herein by reference. If any conflict exists between the terms of this Assignment Agreement and the Purchase Agreement, then the terms of the Purchase Agreement shall govern and control and nothing herein shall be deemed to alter, change or amend the terms of the Purchase Agreement absent the express intention of the Assignors and the Assignee to effect such alteration, change or amendment. The Assignors and the Assignee agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement are not being superseded or amended by this Assignment Agreement and remain in full force and effect to the full extent provided therein.

4. **Further Assurances.** Each of the Assignors, on behalf of itself and its Affiliates, successors and assigns, hereby covenants and agrees with the Assignee and its Affiliates, successors and assigns to execute and deliver to the Assignee or its Affiliates, successors and assigns such other and further instruments of assignment and all such notices and other documents as may be reasonably necessary or desirable to more fully assign and vest in the Assignee the Specified Assets hereby assigned to the Assignee, including further instruments of assignment necessary to transfer any Specified Assets after a third party consent is obtained which permits assignment of any applicable asset which could not be assigned absent such consent.

5. **General Provisions.**

(a) **Capitalized Terms.** Capitalized terms used herein but not defined herein shall have the meanings ascribed to those terms in the Purchase Agreement.

(b) **Severability.** If any provision of this Assignment Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment Agreement will remain in full force and effect. Any provision of this Assignment Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(c) **Section Headings.** The headings of Sections in this Assignment Agreement are provided for convenience only and will not affect its construction or interpretation.

(d) **Governing Law.** All matters arising out of or in connection with this Agreement and its exhibits and schedules (whether arising in contract, tort, equity or otherwise),

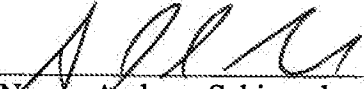
including the construction and interpretation thereof, shall be governed by the laws of the State of New York without regard to conflicts of laws principles.


(e) **Counterparts.** This Assignment Agreement may be executed in two or more counterparts, each of which will be deemed to be an original copy of this Assignment Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The delivery of an executed counterpart of a signature page to this Assignment Agreement by facsimile or electronically (such as a .pdf or other such file) shall be as effective as delivery of a manually executed counterpart of this Assignment Agreement; provided that each party shall deliver an original signature page to the other party at any time upon request.

(signature page follows)

IN WITNESS WHEREOF, the undersigned have executed this Assignment Agreement as of the date first written above.

SIEMENS INDUSTRY, INC.

By:   
Name: Andreas Schierenbeck  
Title: President, Building Technologies Division

By:   
Name: Mark Evans  
Title: Vice President, FBA, Building Technologies Division

C.C. PACE RESOURCE MANAGEMENT, L.L.C.

PACE CARBON, LLC

By: \_\_\_\_\_  
Name: Timothy F. Sutherland  
Title: President and CEO

By: \_\_\_\_\_  
Name: Timothy F. Sutherland  
Title: President

PACE FINANCIAL SERVICES HOLDINGS, LLC

SUTHERLAND HOLDINGS, INC.

By: \_\_\_\_\_  
Name: Timothy F. Sutherland  
Title: Chairman

By: \_\_\_\_\_  
Name: Timothy F. Sutherland  
Title: Chairman

PACE GLOBAL ENERGY SERVICES, LLC

PACE FINANCIAL SERVICES, LLC

By: \_\_\_\_\_  
Name: Timothy F. Sutherland  
Title: Chairman and CEO

By: \_\_\_\_\_  
Name: Rutherford S. Poats  
Title: Managing Director

PACE GLOBAL ASSET MANAGEMENT, LLC

PACE GLOBAL RUSSIA, LLC

By: \_\_\_\_\_  
Name: Timothy F. Sutherland  
Title: President

By: \_\_\_\_\_  
Name: Timothy F. Sutherland  
Title: President

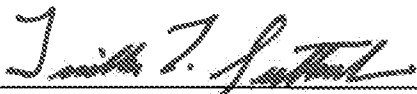
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SIEMENS INDUSTRY, INC.

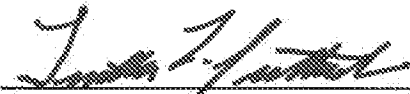
By: \_\_\_\_\_  
Name: Andreas Schierenbeck  
Title: President, Building Technologies Division

By: \_\_\_\_\_  
Name: Mark Evans  
Title: Vice President, FBA, Building Technologies Division

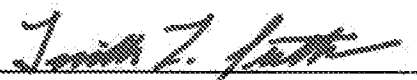
C.C. PACE RESOURCE MANAGEMENT, L.L.C.

By:   
Name: Timothy F. Sutherland  
Title: President and CEO


PACE CARBON, LLC

By:   
Name: Timothy F. Sutherland  
Title: President


PACE FINANCIAL SERVICES HOLDINGS, LLC

By:   
Name: Timothy F. Sutherland  
Title: Chairman

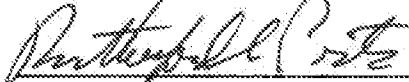
SUTHERLAND HOLDINGS, INC.

By:   
Name: Timothy F. Sutherland  
Title: Chairman


PACE GLOBAL ENERGY SERVICES, LLC

By:   
Name: Timothy F. Sutherland  
Title: Chairman and CEO


PACE FINANCIAL SERVICES, LLC

By:   
Name: Rutherford S. Poats  
Title: Managing Director

PACE GLOBAL ASSET MANAGEMENT, LLC

By:   
Name: Timothy F. Sutherland  
Title: President

PACE GLOBAL RUSSIA, LLC

By:   
Name: Timothy F. Sutherland  
Title: President