

## 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
EI (assignment for the benefit of creditors), LLC		03/30/2012	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Cyrium Solar, Inc.		
Street Address:	520 South Grand Avenue		
Internal Address:	Suite 1070		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3911273	SUNFLOWER	
CORRESPONDENCE DATA			
Fax Number:	2134028635		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	213-785-1326		
Email:	serenawu@staff.leeanavchung.com		
Correspondent Name:	Serena wu		
Address Line 1:	520 South Grand Avenue		
Address Line 2:	Suite 1070		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	7005-019		
NAME OF SUBMITTER:	Serena Wu		

900230908

TRADEMARK  
REEL: 004841 FRAME: 0282

OP \$40.00 3911273

Signature:	/s/
Date:	08/13/2012
<b>Total Attachments: 10</b> source=El Cyrium Trademark Assignment MAM Signature (Merged)#page1.tif source=El Cyrium Trademark Assignment MAM Signature (Merged)#page2.tif source=El Cyrium Trademark Assignment MAM Signature (Merged)#page3.tif source=El Cyrium Trademark Assignment MAM Signature (Merged)#page4.tif source=El Cyrium Trademark Assignment MAM Signature (Merged)#page5.tif source=El Cyrium Trademark Assignment MAM Signature (Merged)#page6.tif source=El Cyrium Trademark Assignment MAM Signature (Merged)#page7.tif source=El Cyrium Trademark Assignment MAM Signature (Merged)#page8.tif source=El Cyrium Trademark Assignment MAM Signature (Merged)#page9.tif source=El Cyrium Trademark Assignment MAM Signature (Merged)#page10.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is made as of March 30, 2012, by and between EI (assignment for the benefit of creditors), LLC (the "Seller"), a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of Energy Innovations, Inc. (the "Assignor"), and Cyrium Solar, Inc., a Delaware corporation (the "Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement, dated as of March 30, 2012, by and between Seller and Buyer (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, pursuant to, and upon the terms of, the Asset Purchase Agreement, Seller has agreed to sell, convey, assign and transfer to Buyer, and Buyer has agreed to accept, all right, title and interest of Seller in and to any and all trademark rights and copyrights throughout the world, including any and all applications, registrations, and common law marks, together with the goodwill of the business associated with and symbolized by same, held by Seller, including those set forth in Schedule A hereto, together with all common law rights therein and the right of Seller to sue for past infringement of any and all of said trademarks (hereafter collectively referred to as "Marks"), as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made.

WHEREAS, Seller desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of all of Seller's right, title and interest in, to and under such Marks.

NOW, THEREFORE, BE IT KNOWN THAT Seller, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, transfer and assign to Buyer, and Buyer hereby accepts the sale, conveyance, transfer and assignment of all right, title and interest of Seller in, to and under the Marks.

1. Notwithstanding anything to the contrary herein, Seller and Buyer are executing and delivering this Assignment in accordance with the Asset Purchase Agreement. This Assignment is subject to all of the terms and conditions of the Asset Purchase Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Seller or Buyer thereunder.

2. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

3. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

4. This Assignment shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Seller has caused its respective duly authorized officers to execute this Assignment as of the date first above written.

EI (assignment for the benefit of creditors), LLC,  
in its sole and limited capacity as Assignee for the  
Benefit of Creditors of Energy Innovations, Inc.

By: Michael J. King

Name: Michael J. King

Title: Mgr.

Cyrium Solar, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Schedule A

SUNFLOWER (Reg #3911273)

Common law rights to unregistered mark "ENERGY INNOVATIONS"

**ALL-PURPOSE ACKNOWLEDGMENT FOR CALIFORNIA**

STATE OF CALIFORNIA )

COUNTY OF Santa Clara ) SS.

On 03/30/2012, before me, Hangama Aziz, Notary Public,  
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Michael A. Maily,  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Hangama Aziz  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Trademark Assignment

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

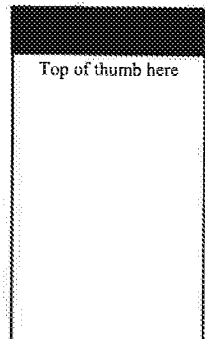
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is representing: \_\_\_\_\_



## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is made as of March 30, 2012, by and between EI (assignment for the benefit of creditors), LLC (the "Seller"), a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of Energy Innovations, Inc. (the "Assignor"), and Cyrium Solar, Inc., a Delaware corporation (the "Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement, dated as of March 30, 2012, by and between Seller and Buyer (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, pursuant to, and upon the terms of, the Asset Purchase Agreement, Seller has agreed to sell, convey, assign and transfer to Buyer, and Buyer has agreed to accept, all right, title and interest of Seller in and to any and all trademark rights and copyrights throughout the world, including any and all applications, registrations, and common law marks, together with the goodwill of the business associated with and symbolized by same, held by Seller, including those set forth in Schedule A hereto, together with all common law rights therein and the right of Seller to sue for past infringement of any and all of said trademarks (hereafter collectively referred to as "Marks"), as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made.

WHEREAS, Seller desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of all of Seller's right, title and interest in, to and under such Marks.

NOW, THEREFORE, BE IT KNOWN THAT Seller, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, transfer and assign to Buyer, and Buyer hereby accepts the sale, conveyance, transfer and assignment of all right, title and interest of Seller in, to and under the Marks.

1. Notwithstanding anything to the contrary herein, Seller and Buyer are executing and delivering this Assignment in accordance with the Asset Purchase Agreement. This Assignment is subject to all of the terms and conditions of the Asset Purchase Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Seller or Buyer thereunder.

2. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

3. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.



4. This Assignment shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Seller has caused its respective duly authorized officers to execute this Assignment as of the date first above written.

EI (assignment for the benefit of creditors), LLC,  
in its sole and limited capacity as Assignee for the  
Benefit of Creditors of Energy Innovations, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Cyrium Solar, Inc.

By:  \_\_\_\_\_

Name: Harry R. Rozelle

Title: President & CEO

Schedule A

SUNFLOWER (Reg #3911273)

Common law rights to unregistered mark "ENERGY INNOVATIONS"

**ALL-PURPOSE ACKNOWLEDGMENT FOR CALIFORNIA**

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ ) SS.

On \_\_\_\_\_, before me, \_\_\_\_\_  
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

\_\_\_\_\_  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer -- Title(s): \_\_\_\_\_
- Partner --  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is representing: \_\_\_\_\_

