

09/24/2012

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30)



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103649725 EET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Energy Alternatives, Inc.

- Individual(s)
- Partnership
- Corporation- State: Minnesota
- Other _____

Citizenship (see guidelines) Minnesota

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 9/20/12

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Energy Alternatives Leasing, LLC

Street Address: 17685 Juniper Path, Suite 301

City: Lakeville

State: Minnesota

Country: USA Zip: 55044

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

2874251

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Molly A. Gherty

Internal Address: Suite 2200

Street Address: 220 South Sixth Street

City: Minneapolis

State: Minnesota Zip: 55402

Phone Number: 612-373-8453

Docket Number: 15447.046

Email Address: mgherty@felhaber.com

6. Total number of applications and registrations involved:

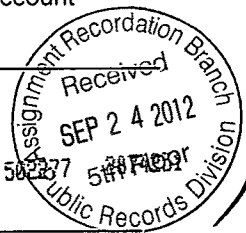
1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 502277
Authorized User Name Molly Gherty



9. Signature:

Gary M. Mucchetti

Signature

9/21/12

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004869 FRAME: 0849

9-24-12

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("IP Assignment Agreement") is made as of 20 day of September, 2012, by and between Energy Alternatives, Inc., a Minnesota corporation, with offices at 4300 West 220th Street, Farmington, Minnesota 55024 ("Assignor"), and Energy Alternatives Leasing, LLC, a Delaware limited liability company, with its headquarters at 17685 Juniper Path, Suite 301, Lakeville, Minnesota 55044 ("Assignee"). Capitalized terms used herein without definitions shall have the respective meanings set forth in the Purchase Agreement (defined below).

WHEREAS, Assignee is a wholly-owned subsidiary of Assignor;

WHEREAS, Assignor is a party to a Membership Interests Purchase Agreement by and among Energy Alternatives, Inc., NRG Energy Services Group LLC ("NRG"), and Dakota Electric Association, dated as of 2 day of August, 2012 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell to NRG all of its membership interests in Assignee;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to convey to Assignee all of the respective rights, title, and interest that Assignor has (or may be deemed to have) in all Intellectual Property (defined below) owned by Assignor, including but not limited to the registered US trademark listed on Exhibit A; and

WHEREAS, under the Purchase Agreement, "Intellectual Property" means all (A) patentable inventions, together with all patents, patent applications, patent disclosures, continuations, continuations-in-part, divisions, reissues, re-examinations, certificates of inventions, registrations and applications for registrations, (B) trademarks, service marks, trade dress, logos, trade names, service names and corporate names and registrations and applications for registration thereof, (C) copyrightable works, together with the copyrights and registrations and applications for registration thereof, (D) mask works and registrations and applications for registration thereof, (E) trade secrets and confidential business information, whether patentable or non-patentable and whether or not reduced to practice, know-how, manufacturing and product processes and techniques, research and development information, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, (F) software, (G) any proprietary rights relating to any of the foregoing (including without limitation remedies against infringements thereof and rights of protection of an interest therein under the laws of all jurisdictions) and (H) copies and tangible embodiments thereof; including the property listed and described on Exhibit B.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and Assignee agree as follows:

1. Assignment. Effective as of the Closing, Assignor hereby transfers, conveys and assigns to Assignee all of Assignor's rights, title and interest in, under and to, all of the Intellectual Property.

2. Successors and Assigns. This IP Assignment Agreement shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

3. No Representations or Warranties. Assignor makes no representation or warranty regarding the Intellectual Property, which are transferred, assigned and conveyed AS IS, WHERE IS, without warranty of merchantability, fitness or other express or implied warranty of any kind. Assignor further specifically disclaims any express or implied representation or warranty that the Intellectual Property does not conflict with or infringe on any intellectual property rights of another person.

4. Further Assurances. Assignor, for itself and its successors and assigns, hereby covenants and agrees to execute and deliver such other documents and instruments of sale, conveyance, assignment, or transfer, and to take such other lawful actions as may be reasonably requested by Assignee or its successors and assigns to more effectively consummate the assignments contemplated by this IP Assignment Agreement.

5. Entire Agreement. This IP Assignment Agreement, including its Exhibit, contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this IP Assignment Agreement, and may not be amended, modified or waived, unless in writing executed by both parties.

6. Governing Law. This IP Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to its conflict of laws principles.


7. Counterparts. This IP Assignment Agreement may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. A facsimile or PDF signature of this IP Assignment Agreement shall be valid and have the same force and effect as a manually signed original.


[Signature Page Follows]

IN WITNESS WHEREOF, this Assignment of Intellectual Property Assets has been duly executed and delivered on behalf of the parties as of the date first above written.

ASSIGNOR:
ENERGY ALTERNATIVES, INC.

ASSIGNEE:
ENERGY ALTERNATIVES LEASING, LLC

By: 
Name: *Greg Miller*
Its: *AUTHORIZED REPRESENTATIVE*

By: 
Name: *Dale Gurdley*
Its: *manager*

[Signature Page to IP Assignment Agreement]

EXHIBIT A

Energy Alternatives US Trademark

US Registration Number: 2874251

Registration Date: August 17, 2004

Stylized Mark:



EXHIBIT B

Intellectual Property

Company Names

Energy Alternatives