

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EcoSmart US, LLC		09/30/2013	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	EcoSmart Green Energy Products, Inc.		
Street Address:	3315 NW 167th Street		
City:	Miami Gardens		
State/Country:	FLORIDA		
Postal Code:	33056		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3727733	ECO SMART GREEN ENERGY PRODUCTS	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	216-586-3939		
Email:	smarkovic@jonesday.com, pcyngier@jonesday.com		
Correspondent Name:	Sasha Markovic		
Address Line 1:	901 Lakeside Avenue		
Address Line 2:	JONES DAY		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	560255-755006-ECOSMART		
NAME OF SUBMITTER:	SASHA MARKOVIC		
Signature:	/Sasha Markovic/		

CH \$40.00 3727733

Date:

10/15/2013

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*") is made on September 30, 2013 between EcoSmart US, LLC, a Florida limited liability company ("*Assignor*"), and EcoSmart Green Energy Products, Inc., a Delaware corporation ("*Assignee*"), pursuant to an Asset Purchase Agreement, dated as of even date herewith (the "*Purchase Agreement*"), by and among Assignor, Assignee, EcoSmart US Gas, LLC, a Delaware limited liability company ("*EcoSmart Gas*" and, together with Assignor, collectively, the "*Sellers*" and each a "*Seller*"), and the Members party thereto. Capitalized terms used and not defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement.

RECITALS:

WHEREAS, pursuant to the Purchase Agreement and that certain Assignment and Assumption Agreement, dated as of the date hereof, by and among Assignee and the Sellers, the trademark registrations identified and set forth on Schedule A hereto or that otherwise constitute a "Purchased Asset" under the Purchase Agreement (the "*Marks*") and the goodwill associated with the Marks are to be assigned to Assignee.

NOW THEREFORE, for good and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are incorporated herein as if set forth at length below.
2. Assignor hereby irrevocably sells, assigns, sets over and transfers to Assignee all of Assignor's right, title and interest in, to and with respect to the following:
 - a) The Marks;
 - b) All common law rights and goodwill associated with the Marks; and
 - c) The right to recover damages for any and all past, present and future infringement or unauthorized use of the Marks, with the right to use for and collect the same.
3. Assignor agrees, upon reasonable request and without further compensation, that Assignee and its legal representatives and assigns will do, at the Assignee's reasonable cost and expense, all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Marks, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to such Marks and any registrations issued for such Marks.
4. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Marks, and to issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.
5. Assignee hereby accepts the assignment and conveyance of the Marks.
6. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this Assignment by facsimile or other

electronic transmission (including documents in Adobe PDF format) will be effective as delivery of a manually executed counterpart to this Assignment.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first above written.

ECOSMART US, LLC, as Assignor

By: 

Name: Nicholas A. Cardoso

Title: Managing Member

ECOSMART GREEN ENERGY PRODUCTS, INC.,
as Assignee

By: _____

Name: Joseph L. Manning

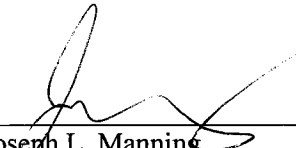
Title: Vice President and Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first above written.


ECOSMART US, LLC, as Assignor

By: _____
Name:
Title:

**ECOSMART GREEN ENERGY PRODUCTS, INC.,
as Assignee**

By:  _____
Name: Joseph L. Manning
Title: Vice President and Secretary

SCHEDULE A

COUNTRY	MARK	FILED	REGISTRATION NO.	OWNER	STATUS
US	ECO SMART GREEN ENERGY PRODUCTS 	4/16/09	3727733	Ecosmart U.S. LLC 3315 NW 167th Street Miami Gardens FL 33056 Florida LLC	Registered