

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mainstream Energy Corporation		01/31/2014	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	REC Solar Commerical Corporation
<b>Street Address:</b>	810 Fiero Lane, Suite 200
<b>City:</b>	San Luis Obispo
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	93401
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	4248414	MAINSTREAM ENERGY
Registration Number:	3429413	MAINSTREAM ENERGY
Registration Number:	3292866	MAINSTREAM ENERGY

**CORRESPONDENCE DATA**

Fax Number: 3172317433  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 3172361313  
 Email: dwong@btlaw.com  
 Correspondent Name: David A.W. Wong, Barnes & Thornburg LLP  
 Address Line 1: 11 South Meridian Street  
 Address Line 4: Indianapolis, INDIANA 46204-3535

<b>ATTORNEY DOCKET NUMBER:</b>	51195-100
<b>NAME OF SUBMITTER:</b>	David A.W. Wong

CH \$90.00 4248414

Signature:	/dwong/
Date:	02/16/2014
Total Attachments: 3 source=Spin Agreement Exhibit E-2 Trademark Assignment by MSE#page1.tif source=Spin Agreement Exhibit E-2 Trademark Assignment by MSE#page2.tif source=Spin Agreement Exhibit E-2 Trademark Assignment by MSE#page3.tif	

**TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT**

TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is dated as of January 31, 2014 between Mainstream Energy Corporation, a Delaware corporation (the "Assignor") and REC Solar Commercial Corporation, a Delaware corporation (the "Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the trademark and the registration thereof listed on Schedule A hereto (the "Marks"), and the goodwill associated therewith; and

WHEREAS, pursuant to the Contribution, Distribution and Redemption Agreement dated as of the date hereof, between the Assignor, the Assignee and Mainstream Energy Corporation, a Delaware corporation, the Assignor has agreed to assign and transfer to Assignee and the Assignee agreed to acquire and accept certain assets from Assignor, including all right, title and interest of Assignor in and to the Marks, together with the goodwill of the business symbolized by the Marks.

NOW, THEREFORE, for good and valuable consideration paid by Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably assigns to Assignee, its successors and assigns, and Assignee hereby assumes, all of Assignor's right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, and all registrations and trademark registrations and applications therefor, in the United States, its territories and possessions and throughout the world as well as renewals and extensions of the registrations that exist or may be secured under the laws of the United States, its territories and possessions and throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by the Assignor if this Agreement had not been made, together with all income, royalties, damages or payments due or payable as of the date hereof or thereafter, including without limitation, all claims for damages by reason of future infringement or other unauthorized use of the Marks, with the right to sue for damages, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor agrees to execute all such other documents as may be reasonably needed to establish Assignee as the record owner of the Marks.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be, to record Assignee as owner of the Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first above written.

**"ASSIGNOR"**

**MAINSTREAM ENERGY CORPORATION**

By: 

Name: Paul Winnowski

Title: Chief Executive Officer

Address: 775 Fiero Lane #200  
San Luis Obispo, CA 93401

**"ASSIGNEE"**

**REC SOLAR COMMERCIAL  
CORPORATION**

By: 

(Signature)

Name: Paul Detering

Title: Chief Executive Officer

Address: 810 Fiero Lane #200  
San Luis Obispo, CA 93401

SCHEDULE A

REGISTERED MARKS

Country	Registration Date	Mark	Registration Number
U.S.A.	November 27, 2012	Mainstream Energy	4248414
U.S.A.	May 20, 2008	Mainstream Energy	3429413
U.S.A.	September 18, 2007	Mainstream Energy	3292866