

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
REC Solar, Inc.		01/31/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3111994	REC SOLAR
Registration Number:	4192367	REC SOLAR
Registration Number:	4184679	REC SOLAR
Registration Number:	4036818	REC SOLAR
Registration Number:	4192366	REC SOLAR
Registration Number:	4184678	REC SOLAR
Registration Number:	4036817	REC SOLAR
Registration Number:	3328535	REC SOLAR

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

CH \$215.00 3111994

Address Line 1: 11 South Meridian Street
Address Line 4: Indianapolis, INDIANA 46204-3535

ATTORNEY DOCKET NUMBER:	51195-100
NAME OF SUBMITTER:	David A.W. Wong
Signature:	/dwong/
Date:	02/17/2014

Total Attachments: 3

source=Spin Agreement Exhibit E-1 Trademark Assignment by REC#page1.tif
source=Spin Agreement Exhibit E-1 Trademark Assignment by REC#page2.tif
source=Spin Agreement Exhibit E-1 Trademark Assignment by REC#page3.tif

TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is dated as of January 31, 2014 between REC Solar, Inc., 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"

REC SOLAR, INC

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

<u>Country</u>	<u>Registration Date</u>	<u>Mark</u>	<u>Registration Number</u>
U.S.A.	July 4, 2006	REC Solar	3111994
U.S.A.	August 21, 2012	REC Solar	4192367
U.S.A.	August 7, 2012	REC Solar	4184679
U.S.A.	October 11, 2011	REC Solar	4036818
U.S.A.	August 21, 2012	REC Solar	4192366
U.S.A.	August 7, 2012	REC Solar	4184678
U.S.A.	October 11, 2011	REC Solar	4036817
U.S.A.	November 6, 2007	REC Solar	3328535