

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM299289

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Just Energy Group Inc.		03/13/2014	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Momentis U.S. Corp.		
<b>Street Address:</b>	6345 Dixie Road		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Mississauga, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	L5T 2E6		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4218274	MOMENTIS	
<b>Registration Number:</b>	4122322	M-CENTER	
<b>Serial Number:</b>	85841330	M	
<b>Serial Number:</b>	85841305	MOMENTIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122512897		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312.368.4000		
<b>Email:</b>	ch.tm@dlapiper.com		
<b>Correspondent Name:</b>	Christina L. Martini		
<b>Address Line 1:</b>	P.O. Box 64807		
<b>Address Line 2:</b>	DLA Piper LLP (US)		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60664-0807		
<b>ATTORNEY DOCKET NUMBER:</b>	311966-13		
<b>NAME OF SUBMITTER:</b>	Mark I Feldman		
<b>SIGNATURE:</b>	/Mark I Feldman/		
<b>DATE SIGNED:</b>	03/26/2014		
<b>Total Attachments: 7</b>			

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of March 13, 2014, is made and entered into by and between JUST ENERGY GROUP INC., a Canadian corporation ("Seller") and MOMENTIS U.S. CORP., a Delaware corporation ("Buyer").

### RECITALS

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, the rights and obligations of Seller to the Purchased Assets (as defined herein), subject to the terms and conditions set forth herein;

AND WHEREAS Seller is also a party to a co-existence agreement relating to some of the Purchased Assets with O2 Holdings Limited dated May 21, 2013, a copy of which is in Schedule 2 to this Agreement ("Co-Existence Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I

#### PURCHASE AND SALE

1.1 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title and interest in the assets set forth on Schedule 1.1 attached hereto (the "Purchased Assets"), free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance ("Encumbrance"), and including:

- (i) all statutory and common law rights attaching to the Purchased Assets, together with the goodwill of the business relating to the goods or services in respect of which the Purchased Assets are registered or used; and
- (ii) the right to bring, make, oppose, defend and/or appeal proceedings, claims and/or actions and obtain relief (and to retain any damages recovered) in respect of any infringement and/or any other cause of action (including passing off) arising from ownership of the Purchased Assets whether occurring before, on or after the Closing Date.

1.2 The Seller hereby assigns to the Buyer all its rights, title, interest, and benefit in and to the Co-Existence Agreement with effect from the Closing Date.

1.3 From the Closing Date the Buyer agrees to perform all the Seller's obligations under the Co-Existence Agreement and be bound by its terms in every way as if it were the original party to it in place of the Seller.

1.4 Purchase Price. The aggregate purchase price for the Purchased Assets shall be \$1.00 (the "Purchase Price"). The Buyer shall pay the Purchase Price to Seller at the Closing (as defined herein) by cheque payable to the Seller.

1.5 Acknowledgement of Buyer as to Condition of Purchased Assets. The Buyer acknowledges and agrees that the Purchased Assets are being purchased and assumed by the Buyer on an "as is, where is" basis as of the Closing Date and without any representation, warranty, condition or collateral agreement of any kind whatsoever, express or implied, statutory or otherwise as to the title, merchantability, physical or financial condition, description, fitness for purpose, physical characteristics, profitability, quality or quantity or any other thing affecting any of the Purchased Assets including any information or documentation supplied by the Seller or its agents.

## ARTICLE II

### CLOSING

2.1 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place simultaneously with the execution of this Agreement on the date of this Agreement (the "Closing Date") at the offices of the Seller at 5251 Westheimer Road, Suite 1000, Houston, Texas, 77056. The consummation of the transactions contemplated by this Agreement shall be deemed to occur at 12:01 a.m. on the Closing Date.

#### 2.2 Closing Deliverables.

(a) At the Closing, Seller shall deliver to Buyer the following:

(i) such customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement.

(b) At the Closing, Buyer shall deliver to Seller the following:

(i) the Purchase Price;

(ii) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement.

## ARTICLE III

### INDEMNITY

3.1 The Buyer shall indemnify the Seller against all liabilities, costs, expenses, damages and losses that the Seller suffers or incurs under or in connection with the Co-Existence Agreement after the Closing Date, except to the extent that such losses, damages or costs arise as a result of the Seller's failure to perform or satisfy its obligations under the Co-Existence Agreement before that date.

3.2 The Buyer shall take such action as the Seller may reasonably request to avoid, dispute, compromise or defend any claim, action or proceedings brought against the Seller under or in connection with the Co-Existence Agreement after the Closing Date.

## ARTICLE IV

### MISCELLANEOUS

4.1 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

4.2 Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the documents to be delivered hereunder, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

4.3 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

4.4 Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

4.5 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

4.6 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

4.7 Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of Texas in each case

located in the city of Houston and county of Harris, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

4.8 **Waiver of Jury Trial.** Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

4.9 **Specific Performance.** The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

4.10 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

JUST ENERGY GROUP INC.

By: [Signature]  
Name: JAMES LEWIS  
Title: COO Chief Operating officer

MOMENTIS U.S. CORP.

By: [Signature] [Signature]  
Name: ROBERT DONALDSON  
Title: CORPORATE SECRETARY

**SCHEDULE 1.1  
PURCHASED ASSETS**

(a) Momentis trade-marks.

USA		
Trade Mark	App. No.	Reg. No.
MOMENTIS	85008668	4218274
M-CENTER	85014073	4122322
M Design	85841330	Registration Pending
MOMENTIS	85841305	Registration Pending

CANADA		
Trade Mark	App. No.	Reg. No.
MOMENTIS	1475726	TMA819714
MOMENTIS BY JUST ENERGY	1475728	TMA820246
M-CENTER	1476450	TMA823555

UK		
Trade Mark	Reg. No.	Country
MOMENTIS	10655975	European Community
	11037901	European Community
	011878956	European Community

(b) The website and domain name [www.momentis.net](http://www.momentis.net), including all content contained therein (e.g. M-Center).

**SCHEDULE 2  
CO-EXISTENCE AGREEMENT**

(see attached)