OP \$40.00 4449229

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM317809

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------|----------|----------------|---------------------|
| Conservation Supply, Inc. | | 09/23/2014 | CORPORATION: NEVADA |

RECEIVING PARTY DATA

| Name: | Resource Action Programs, LLC | |
|-----------------|-----------------------------------|--|
| Street Address: | 976 United Circle | |
| City: | Sparks | |
| State/Country: | NEVADA | |
| Postal Code: | 89431 | |
| Entity Type: | LIMITED LIABILITY COMPANY: NEVADA | |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------|
| Registration Number: | 4449229 | CONSERVATION SUPPLY |

CORRESPONDENCE DATA

Fax Number: 3034732720

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 303-473-2876

Email: lpabelson@hollandhart.com

Correspondent Name: Geoffrey Barry **Address Line 1:** PO Box 8749

Address Line 2: Attn: Trademark Docketing
Address Line 4: Denver, COLORADO 80201

| ATTORNEY DOCKET NUMBER: | 74749.0007 |
|-------------------------|-------------------|
| NAME OF SUBMITTER: | Geoffrey M. Barry |
| SIGNATURE: | /GeoffreyMBarry/ |
| DATE SIGNED: | 09/23/2014 |

Total Attachments: 3

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> TRADEMARK REEL: 005367 FRAME: 0782

900301987

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of Sep+23, 2014 ("Effective Date"), is made by and between Conservation Supply, Inc., a Nevada corporation ("Assignor"), and Resource Action Programs, LLC, a Nevada limited liability company ("Assignee").

Recitals

- A. Assignor owns all right, title, and interest in and to the Trademark (as defined in Section 1 below).
- B. Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Trademark.

AGREEMENT

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

- 1. Subject to the terms and conditions of this Assignment, Assignor hereby assigns, transfers, sells and conveys to Assignee, as of the Effective Date, all of its right, title, and interest in and to the registered trademark set forth on Attachment 1 (the Trademark"), together with the goodwill of the business associated with and symbolized by the Trademark and all rights, claims and privileges pertaining to the Trademark, including, without limitation, the right to prosecute and maintain the registrations for the Trademark, and the right to sue and recover damages for past, present and future infringement of the Trademark.
- 2. As consideration for the assignment and conveyance set forth in Section 1 above, Assignee shall pay Assignor the sum of \$10 upon the execution of this Assignment.
- Assignor shall execute any documents as may be reasonably requested by Assignee, from time to time to fully vest or perfect in Assignee all right, title and interest in and to the Trademark.
- 4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. This Assignment shall be governed by and construed in accordance with the laws of the State of Nevada, excluding the choice-of-law provisions thereof.
- 6. This Assignment may be executed in multiple counterparts, each of which shall be an original and all of which, taken together, shall be deemed to be one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed as of the date set forth below.

TRADEMARK
REEL: 005367 FRAME: 0783

Conservation Supply, Inc.:

Resource Action Programs, LLC:

Ву:

Name: Travis Haw Title: Assidus +

Date: 4-23-/-/

By:

Name: Travis Hawkins
Title: Manager
Date: 9-23-14

ATTACHMENT 1

Word Mark CONSERVATION SUPPLY

Goods and IC 011. US 013 021 023 031 034. G & S: Products providing energy Services and water conservation, namely, shower heads, and kitchen and

bathroom faucets and faucet aerators. FIRST USE: 20130300. FIRST

USE IN COMMERCE: 20130300

Standard Characters Claimed

Mark Drawing

(4) STANDARD CHARACTER MARK Code

Serial Number 85655254

Filing Date June 19, 2012

Current Basis 1A

Original Filing

1B **Basis**

Date Amended to

October 18, 2013 **Current Register**

Registration

4449229 Number

Registration Date December 10, 2013

3

TRADEMARK REEL: 005367 FRAME: 0785