

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM317817

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Fan Fi International, Inc.		09/23/2014	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Resource Action Programs, LLC		
<b>Street Address:</b>	976 United Circle		
<b>City:</b>	Sparks		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89431		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEVADA		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76690542	EASY SAVINGS	
<b>Serial Number:</b>	76689090	INTELLISHOWER	
<b>Serial Number:</b>	76672973	ENERGY WISE	
<b>Serial Number:</b>	76567198	BUILDING THE FUTURE THROUGH CONSERVATION	
<b>Serial Number:</b>	76706776	HOMEWISE	
<b>Serial Number:</b>	75554540	RESOURCE ACTION PROGRAMS	
<b>Serial Number:</b>	75512437	LEARNING TO BE WATERWISE	
<b>Serial Number:</b>	75313209	LIVINGWISE	
<b>Serial Number:</b>	75087801	EARTH WISE	
<b>Serial Number:</b>	74728031	LEARNING TO BE WATER WISE AND ENERGY EFF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3034732720		
<i>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.</i>			
<b>Phone:</b>	303-473-2876		
<b>Email:</b>	lpabelson@hollandhart.com		
<b>Correspondent Name:</b>	Geoffrey M. Barry		
<b>Address Line 1:</b>	P.O. Box 8749		
<b>Address Line 2:</b>	Attn Trademark Docketing		
<b>Address Line 4:</b>	Denver, COLORADO 80201		

OP \$265.00 76690542

<b>ATTORNEY DOCKET NUMBER:</b>	74749.0007
<b>NAME OF SUBMITTER:</b>	Geoffrey M. Barry
<b>SIGNATURE:</b>	/GeoffreyMBarry/
<b>DATE SIGNED:</b>	09/23/2014
<b>Total Attachments: 3</b> source=Fan Fi Assignment#page1.tif source=Fan Fi Assignment#page2.tif source=Fan Fi Assignment#page3.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "**Assignment**"), dated as of Sept 23, 2014 ("**Effective Date**"), is made by and between Fan Fi International, 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 Trademarks (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 Trademarks.

### AGREEMENT

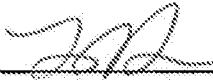
NOW, THEREFORE, in consideration of the foregoing recitals, mutual representations, warranties, covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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 trade names, trademarks, service marks, trade dresses, logos, designs and slogans, in word mark, stylized and/or design formats, registered and unregistered, which are identified in Exhibit A attached hereto (the "Trademarks"), together with the goodwill of the business associated with and symbolized by the Trademarks and all rights, claims and privileges pertaining to such Trademarks, including, without limitation, the right to prosecute and maintain trademark applications and registrations for such Trademarks, and the right to sue and recover damages for past, present and future infringement of such Trademarks.
2. As consideration for the assignments and conveyances set forth in Section 1 above, Assignee shall pay Assignor the sum of \$10 upon the execution of this Assignment.
3. 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 Trademarks.
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.

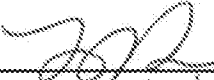
*[Signature Page Follows]*

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

Fan Fi International, Inc.:

By:   
Name: Travis Hawkins  
Title: President  
Date: 9-23-14

Resource Action Programs, LLC:

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

**EXHIBIT A****Registered Trademarks:**

Trademark	Country	Class(es); Goods/Services	Serial No.	Status	Filing Date	Registration Date
EASY SAVINGS	US	16	76690542	Registered	June 13, 2008	April 28, 2009
INTELLISHOWER	US	11	76689090	Registered	April 28, 2008	December 16, 2008
ENERGY WISE	US	16	76672973	Registered	February 21, 2007	December 11, 2007
BUILDING THE FUTURE THROUGH CONSERVATION	US	16	76567198	Dead	December 29, 2003	December 28, 2004
HOMEWISE	US	41	76706776	Registered	March 14, 2011	May 29, 2012
RESOURCE ACTION PROGRAMS	US	16	75554540	Registered	September 17, 1998	August 31, 1999
LEARNING TO BE WATERWISE	US	16	75512437	Registered	July 2, 1998	February 29, 2000
LIVINGWISE	US	16	75313209	Registered	June 23, 1997	August 25, 1998
EARTH WISE	US	41	75087801	Registered	April 15, 1996	June 17, 1997
LEARNING TO BE WATER WISE AND ENERGY EFFICIENT	US	16	74728031	Registered	September 12, 1995	December 10, 1996