

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM318898

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	11/19/2012		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MicroSun Technologies		10/02/2014	LIMITED LIABILITY COMPANY: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Palladium Energy		
<b>Street Address:</b>	1200 Internationale Parkway		
<b>City:</b>	Woodridge		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60517		
<b>Entity Type:</b>	CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3707551	MICROSUN INNOVATIVE TOTAL ENERGY SOLUTIO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8665956917		
<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>	6302359707		
<b>Email:</b>	lmcfarland-taylor@sbcglobal.net		
<b>Correspondent Name:</b>	Laura McFarland-Taylor		
<b>Address Line 1:</b>	1084 Four Seasons Lane		
<b>Address Line 4:</b>	Bolingbrook, ILLINOIS 60440		
<b>ATTORNEY DOCKET NUMBER:</b>	MSITEST ASSIGN		
<b>NAME OF SUBMITTER:</b>	Laura McFarland-Taylor		
<b>SIGNATURE:</b>	/Laura McFarland-Taylor/		
<b>DATE SIGNED:</b>	10/03/2014		
<b>Total Attachments: 2</b>			
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## ***NUNC PRO TUNC TRADEMARK ASSIGNMENT***

THIS *NUNC PRO TUNC TRADEMARK ASSIGNMENT*, by and between MicroSun Technologies, LLC, an Illinois Limited Liability Company that had its principal place of business at 1200 Internationale Parkway Woodridge Illinois 60517 (“Assignor”), and Palladium Energy, Inc., a corporation organized under the laws of the State of Illinois, having, in 2012, its principal place of business at 1200 Internationale Parkway Woodridge Illinois 60517 (“Assignee”), shall be effective *nunc pro tunc* as of November 19, 2012.

### **RECITALS:**

WHEREAS, Assignor and Assignee had previously entered into an Intellectual Property Assignment effective November 19, 2012, in which Assignor granted to Assignee, all of Assignor’s right, title, and interest in and to Assignor’s marks attached thereto (the “Original Trademarks”);

WHEREAS, each of Assignor and Assignee had intended that Intellectual Property Assignment to include not only a grant of all right, title and interest in and to all of the Original Trademarks, but also the goodwill symbolized by the business associated with the Original Trademarks together with the Applications and/or Certificates of Registration respectively associated with the Original Trademarks;

WHEREAS, each of Assignor and Assignee had also intended that ASSIGNOR’S following trademark together with the goodwill of the business symbolized thereby, be assigned to Assignee together with the Original Trademarks, at that time:

MICROSUN INNOVATIVE TOTAL ENERGY SOLUTIONS TECHNOLOGIES, LLC,  
U.S. Trademark Reg. No. 3,707,551

MICROSUN, U.S. Trademark Reg. No. 3,697,703

WHEREAS, Assignor and Assignee desire to correct the mutual mistake by effecting, confirming and ratifying the assignment from Assignor to Assignee, of all right, title and interest, including the goodwill symbolized thereby each, and the relevant applications and registrations associated with each, of both the Original Trademarks and the MICROSUN INNOVATIVE TOTAL ENERGY SOLUTIONS TECHNOLOGIES, LLC and MICROSUN Trademark Rights;

WHEREAS, in order to effect Assignor’s assignment to Assignee of its entire rights, title, interests, goodwill and relevant applications and registrations relevant to the Original Trademark, as well as relevant to the MICROSUN INNOVATIVE TOTAL ENERGY SOLUTIONS TECHNOLOGIES, LLC and MICROSUN Trademark Rights, Assignor and Assignee hereby execute this *NUNC PRO TUNC TRADEMARK ASSIGNMENT*, to be effective as of November 19, 2012.

### **WITNESSETH:**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto:

1. Assignor hereby ratifies and confirms its assignment to Assignee of all of the Original Trademark Rights, including the goodwill of the business symbolized thereby each of the Original Trademarks, together with all Trademark Applications and Registrations associated therewith each.

2. Assignor hereby assigns, transfers and conveys to Assignee, Assignor's entire right, title and interest in and to, as well as the goodwill of the business symbolized by the MICROSUN INNOVATIVE TOTAL ENERGY SOLUTIONS TECHNOLOGIES, LLC, U.S. Trademark Reg. No. 3,707,551, and MICROSUN, U.S. Trademark Reg. No. 3,697,703, Trademark Rights, including but not limited to their respective U.S. Trademark registration numbers;

3. Together with Assignor's right, title and interest in and to the Original Trademarks, and the goodwill and applications and registrations associated with each, and Assignor's above MICROSUN INNOVATIVE TOTAL ENERGY SOLUTIONS TECHNOLOGIES, LLC and MICROSUN Trademark Rights, Assignor also conveys to Assignee the right to police, monitor and enforce both the Original Trademarks (and associated goodwill, applications and registrations) and the MICROSUN INNOVATIVE TOTAL ENERGY SOLUTIONS TECHNOLOGIES, LLC and MICROSUN Trademark Rights against any and all past infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement), which may have occurred at any time in the unlimited past, up to the date of this present *NUNC PRO TUNC* TRADEMARK ASSIGNMENT, together with any and all further privileges of the ownership of same;

4. Assignor agrees to perform all affirmative acts that may be necessary or desirable to perfect the above-described assignment, transfer, ratification and/or confirmation of rights, or to secure registration before the appropriate Trademark Office of any Nation, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to either the Original Trademarks or the MICROSUN INNOVATIVE TOTAL ENERGY SOLUTIONS TECHNOLOGIES, LLC and MICROSUN Trademark Rights.

In WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date(s) identified below, to be effective *nunc pro tunc* as of November 19, 2012.

**“ASSIGNOR”**

MicroSun Technologies, LLC

By: \_\_\_\_\_

John J. Gatti, President & Chief Executive Officer

**“ASSIGNEE”**

Palladium Energy, Inc.

By: \_\_\_\_\_

John J. Gatti, President & Chief Executive Officer