

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319995

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Switch, Ltd.		09/19/2014	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	EarthNet, Inc.		
Street Address:	2617 Woodley Place, NW		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20008		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86313976	STEAM ENGINE	
Serial Number:	86313977	STEAM ENGINE	
CORRESPONDENCE DATA			
Fax Number:	6504936811		
<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>			
Phone:	650-493-9300		
Email:	trademarks@wsgr.com		
Correspondent Name:	Stephanie S. Brannen		
Address Line 1:	WILSON SONSINI GOODRICH & ROSATI		
Address Line 2:	650 Page Mill Road		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	45032.900/CZ2		
NAME OF SUBMITTER:	Stephanie S. Brannen		
SIGNATURE:	/Stephanie S. Brannen/		
DATE SIGNED:	10/14/2014		
Total Attachments: 7			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This **TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT** (this "**Assignment**") is made and entered into as of September 19, 2014 (the "**Effective Date**") by and between Switch, Ltd., a Nevada limited liability company ("**Assignor**"), and EarthNet, Inc., a Delaware corporation ("**Assignee**"). Assignor and Assignee are referred to collectively herein as the "**Parties**."

RECITALS

WHEREAS, Assignor is the exclusive owner of the entire right, title and interest in and to the trademark applications for registration set forth on Schedule 1, together with all common law rights therein, and common law rights in the unregistered "STEAM ENGINE" trade name, service mark, design mark, brand mark and/or trade dress, as applicable, including, in each case, the right to sue third parties for past infringement on each such trademark, and any and all goodwill associated with any of the foregoing (collectively, the "**Marks**").

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the domain name set forth on Schedule 2 attached hereto, including all registrations therefor, all rights to secure and maintain domain registrations and renewals therefor, the right to sue for past infringement on such domain name and any and all goodwill associated with any of the foregoing (collectively, the "**Domain Name**").

WHEREAS, Assignor has agreed to assign and transfer to Assignee, and Assignee has agreed to accept and assume from Assignor, all of Assignor's right, title and interest in and to the Marks and Domain Name, such that Assignee will be the exclusive owner of the Marks and Domain Name.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agrees as follows, effective immediately:

1. Assignment.

(a) Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Marks in the United States and throughout the world, together with the goodwill of the business symbolized by the Marks, such that Assignee is the exclusive owner of the Marks (including, without limitation, any trademark registrations issuing on any trademark applications listed in Schedule 1), including, without limitation, any registrations and applications of any of the foregoing and any renewals and extensions of any of the foregoing, in the United States and elsewhere, and together with all (i) income, royalties, claims for damages, profits and costs and damages and payments due or payable at the Effective Date or thereafter (including damages and payments for any past, current or future infringements or misappropriations of the Marks); (ii) causes of action and rights to sue, recover and collect for any past, present or future infringements or misappropriations of the Marks; and (iii) corresponding rights that, now or hereafter, that may be secured throughout the world with respect to the Marks.

(b) Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Domain Name in the United States and throughout the world, such that Assignee is the exclusive owner of the Domain Name, including, without limitation, any registrations of any of the foregoing and any renewals and extensions of any of the foregoing, in the United States and elsewhere, and together with all (i) income, royalties, claims for damages, profits and costs and damages and payments due or payable at the Effective Date or thereafter (including damages and payments for any past, current or future infringements or misappropriations of the Domain Name); (ii) causes of action and rights to sue, recover and collect for any

past, present or future infringements or misappropriations of the Marks; and (iii) corresponding rights that, now or hereafter, that may be secured throughout the world with respect to the Marks.

2. Consideration. As consideration for the assignment and transfer of all of Assignor's right, title and interest in and to the Marks and Domain Names as described in Section 1 of this Assignment, the receipt and sufficiency of which are hereby acknowledged, Assignee agrees to make a one-time payment to Assignor of Thirty-Nine Thousand Five Hundred Forty-Nine Dollars and Ninety Cents (\$39,549.90), which shall be cancelled upon the issuance by Assignee of 20,282 shares of Series A Preferred Stock of Assignee to Assignor pursuant to that certain Series A Preferred Stock Purchase Agreement dated as of August 4, 2014, by and among Assignee and the investors listed on Exhibit A attached thereto.

3. Further Assurances.

(a) Assignor hereby covenants, agrees and undertakes to execute and deliver to Assignee, whenever requested by Assignee and without further compensation to Assignor, all applications, assignments, lawful oaths and any other papers which Assignee may deem necessary and/or desirable in connection with the perfection in Assignee of the rights sold, assigned, transferred, conveyed or delivered to Assignee pursuant to this Assignment, recording such sale, assignment, transfer, conveyance or delivery and for securing to Assignee or for maintaining for Assignee such rights, including, without limitation, the execution of separate assignments to accomplish or record such sale, assignment, transfer, conveyance or delivery to Assignee of such rights in any other country or jurisdiction, and to cooperate and assistant reasonably with Assignee to do all other affirmative acts in connection therewith. Assignor hereby irrevocably appoints Assignee as its attorney-in-fact (which such appointment shall be deemed coupled with an interest) with respect to the Marks and Domain Name that are the subject of this Assignment to act in Assignor's name, place and stead to execute, deliver and record any document or instrument of assignment required in any country in which such documents may be required to sell, assign, transfer, convey, delivery or confirm the rights sold, transferred, conveyed, delivered and confirmed herein.

(b) Assignor grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or trademark offices, for recordation of this document. Assignee shall have the right to file or record this Assignment and any additional assignment documents as provided in this Section 3 with the United States Patent and Trademark Office and any other equivalent authority, entity or agency anywhere else in the world, and Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any such equivalent authorities, entities or agencies to record Assignee as the assignee and owner of the Marks. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

(c) Assignor shall, upon the Effective Date, deliver to the Assignee copies of the following in Assignor's possession or under Assignor's control, if any: (i) all files, documents and tangible things, as those terms have been interpreted pursuant to rules and laws governing the production of documents and things, constituting, comprising or relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance and registration of the Marks and Domain Name, and such files, documents and tangible things constituting, comprising or relating to the assertion or enforcement of the Marks and Domain Name to the extent that they could be deemed to affect the scope, validity, or enforceability of the Marks and Domain Name to the extent such documentation is located through a reasonable search; and (ii) Assignor's or its agents' list or other means of tracking information relating to the prosecution or maintenance of the Marks and Domain Name throughout the world, including, without limitation, the names addresses, email addresses, phone numbers of prosecution counsel and agents, and

information relating to deadlines, payments, and filings, which list or other means of tracking information is current as of the Effective Date.

4. Miscellaneous.

(a) This Assignment, including, without limitation, the validity hereof and the rights and obligations of the Parties hereunder, shall be construed in accordance with and governed by the laws of the State of Nevada applicable to contracts made and to be performed entirely in such state without giving effect to the conflicts of laws principles thereof.

(b) This Assignment may be executed in two or more counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a fax machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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IN WITNESS WHEREOF, this Trademark and Domain Name Assignment has been duly executed and delivered by a duly authorized representative of each of the Parties as of the Effective Date.

ASSIGNOR

SWITCH, LTD.

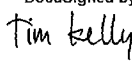
By: _____

Name: Rob Roy

Title: Managing Manager

ASSIGNEE

EARTHNET, INC.

DocuSigned by:

By: _____
Name: Tim Kelly
Title: Chief Executive Officer

Schedule 1

Mark Name	Country	Application Date	Serial No.	Registration No.
STEAM ENGINE	US	June 18, 2014	86313976	TBD
STEAM ENGINE	US	June 18, 2014	86313977	TBD

7070440

Schedule 2

Domain Name	Registrant	Registrar
www.steamengine.com	Switch, Ltd.	

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