

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331455

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VIVINT, INC.		07/01/2014	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	VIVINT SOLAR LICENSING LLC		
Street Address:	4931 North 300 West		
City:	Provo		
State/Country:	UTAH		
Postal Code:	84604		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	85427427	VIVINT.SOLAR	
Serial Number:	85427420	VIVINT.SOLAR	
Serial Number:	85427430	VIVINT SOLAR	
Serial Number:	85427389	VIVINT SOLAR	
Serial Number:	85427422	VIVINT SOLAR	
Serial Number:	85427413	VIVINT SOLAR	
Serial Number:	85427400	VIVINT SOLAR	
Serial Number:	85427393	VIVINT SOLAR	
Serial Number:	85427404	VIVINT.SOLAR	
CORRESPONDENCE DATA			
Fax Number:	8013281707		
<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:	801-533-9800		
Email:	jstringham@wnlaw.com		
Correspondent Name:	John C. Stringham		
Address Line 1:	60 East South Temple, Suite 1000		
Address Line 4:	Salt Lake City, UTAH 84111		
ATTORNEY DOCKET NUMBER:	18961.52		

OP \$240.00 85427427

NAME OF SUBMITTER:	John C. Stringham
SIGNATURE:	/John C. Stringham, 40831/
DATE SIGNED:	02/06/2015
Total Attachments: 4 source=vivint solar assign#page1.tif source=vivint solar assign#page2.tif source=vivint solar assign#page3.tif source=vivint solar assign#page4.tif	

EXHIBIT A

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of July __, 2014 ("Effective Date") by and between **VIVINT, INC.**, a Utah corporation, with its principal office 4931 North 300 West, Provo, Utah 84604 ("Assignor"), and **VIVINT SOLAR LICENSING LLC**, a Delaware limited liability company, with its principal office at 4931 North 300 West, Provo, Utah 84604 ("Assignee"), each of Assignor and Assignee a "Party", and collectively, the "Parties").

WHEREAS, Assignor owns the name and mark "Vivint Solar," including those United States and foreign trademarks set forth on Schedule A attached hereto, and all common-law rights associated therewith and all goodwill of the business associated therewith and symbolized thereby (collectively, the "Marks");

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest to the Marks; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor hereby irrevocably and unconditionally assigns to Assignee, all of Assignor's right, title, and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, for the purpose of granting the Vivint Solar License to Vivint Solar, as successor of the business to which the Marks relate. Assignor further irrevocably and unconditionally assigns to Assignee the right to bring all claims for past, present, and future infringement, misappropriation, or other violation of the Marks, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement, misappropriation, or other violation as well as the right to grant releases for past infringements. For clarity, the foregoing assignment does not include or assign to Assignee any of Assignor's right, title or interest in any other names or marks containing or comprising the term "Vivint," all of which are retained by Assignor.

2. Assignor hereby requests the United States Commissioner of Patents and Trademarks, and any corresponding entities or agencies in any applicable foreign jurisdictions, to record Assignee as the assignee and owner of the Marks.

3. This Assignment Agreement shall be construed and interpreted in accordance with the laws of the State of Utah without giving effect to any principles of conflict of laws.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment Agreement to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

VIVINT, INC.,
a Utah corporation

By: 

Name: Alex Dunn

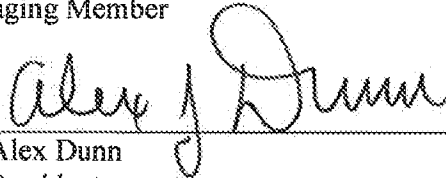
Title: President

[SIGNATURE PAGES CONTINUE ON FOLLOWING PAGE]

ASSIGNEE:

VIVINT SOLAR LICENSING, LLC,
a Delaware limited liability company

By: VIVINT, INC.,
a Utah corporation,
its Managing Member

By: 
Name: Alex Dunn
Title: President

SCHEDULE A

MARKS

MARKS	REGISTRATION OR APPLICATION NUMBER
VIVINT.SOLAR	85/427427
VIVINT.SOLAR	85/427420
VIVINT SOLAR	85/427430
VIVINT SOLAR	85/427389
VIVINT SOLAR	85/427422
VIVINT SOLAR	85/427413
VIVINT SOLAR	85/427400
VIVINT SOLAR	85/427393
VIVINT.SOLAR	85/427404