

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331860

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goal Zero LLC		02/09/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	NRG Energy, Inc.		
Street Address:	1201 Fannin		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4618154	STREET CHARGE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(713) 537-2257		
Email:	tracy.leibovitz@nrgenergy.com		
Correspondent Name:	Tracy J. Leibovitz		
Address Line 1:	1201 Fannin		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	Tracy J. Leibovitz		
SIGNATURE:	/tjl/		
DATE SIGNED:	02/11/2015		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

The effective date of this **TRADEMARK ASSIGNMENT** (the "Assignment") is February 9, 2015 ("Effective Date"). The scope of this Assignment is worldwide.

WHEREAS, Goal Zero LLC, a Delaware limited liability company, with an address at 675 West 14600 South, Bluffdale, Utah 84065 (hereinafter referred to as the "Assignor"), is the owner of all right, title and interest in and to the trademark STREET CHARGE and corresponding trademark registration listed on Schedule A hereto (collectively, the "Mark") and

WHEREAS, NRG Energy, Inc., a Delaware corporation, with an address at 211 Carnegie Center, Princeton, New Jersey 08540 (hereinafter referred to as the "Assignee"), desires to acquire all of Assignor's right, title and interest (if any) in and to the Mark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby irrevocably grant, assign and set over to Assignee, its successors, assigns and legal representatives, all of Assignor's right, title and interest (including, but not limited to, all registration rights with respect to the Mark and all rights to prepare derivative marks) in and to the Mark and any goodwill symbolized by the Mark, as well as any and all other rights Assignor might have in and to the Mark, the intent hereof being to substitute Assignee in the place of Assignor.

ASSIGNOR ACKNOWLEDGES AND AGREES THAT it shall promptly upon request take such actions and/or execute such documents as may be requested by Assignee to carry out the terms of this Assignment, including but not limited to those actions Assignee deems reasonably necessary, in its sole discretion, to establish the ownership of record of the right, title and interest in and to the Mark and of the corresponding registration transferred under this Assignment. Should Assignee fail to request the said assignment as stated, that shall not be deemed a waiver of Assignee's rights and Assignee may at a later time request the assignment.

ASSIGNOR REPRESENTS AND WARRANTS THAT: (i) Assignor has the right, power and authority to enter into this Assignment; (ii) Assignor is the sole and exclusive owner of all right, title and interest in and to the Mark and the corresponding registration, and has not granted any licenses to or authorized any third parties to use the Mark; (iii) neither the Mark nor the corresponding registration is subject to any lien, security interest, mortgage or other encumbrances; (iv) the Mark does not infringe upon, violate or otherwise misappropriate the rights of any person or entity; (v) there are no existing, impending or threatened claims or proceedings by any third party relating to Assignor's use, application or ownership of the Mark; and (vi) the Mark is not subject to any other agreement, judgment, order, stipulation, written restriction, undertaking that would prevent Assignor from complying with any of its obligations under this Assignment.

ASSIGNOR UNDERSTANDS that this agreement is a legally binding agreement upon the parties and that both parties hereto have had the opportunity to review this agreement with an attorney. No part of this Assignment is to be construed against either party because of the identity of the drafter.

THE PARTIES AGREE THAT each party shall hold in confidence the terms and existence of this Assignment.

THE PARTIES AGREE THAT this Assignment may be executed in counterparts or duplicate originals, each of which is deemed an original for all purposes. Execution of a facsimile or scanned copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed an original and valid signature.

THE PARTIES AGREE THAT:

- (a) This Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in Houston, Texas, in any legal suit, action or proceeding arising out of or based upon this Assignment.
- (b) This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.
- (c) This Assignment constitutes the sole and entire understanding and agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, with respect to the subject matter hereof.
- (d) If any term, provision, covenant or condition of this Assignment shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Assignment and such term, provision, covenant or condition shall remain in full force and effect.
- (e) This Assignment may only be amended, modified or supplemented by an agreement in writing signed by both parties hereto, and any of the terms hereof may be waived only by a written document signed by each party hereto or, in the case of waiver, by the party or parties waiving compliance.

ASSIGNEE:

NRG ENERGY, INC.

By: Elizabeth Killinger

Title: Senior Vice President and Retail Regional President

Signed: Elizabeth Killinger

Date: 2/11/2015

ASSIGNOR:

GOAL ZERO LLC

By: [Signature]

Title: General Manager

Signed: Lee A. Franco

Date: 9 Feb 2015

SCHEDULE A

Mark: STREET CHARGE

Registration No.: U.S. Registration No. 4,618,154