

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM360018

<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>
OPTIM ENERGY, LLC		10/14/2015	LIMITED LIABILITY COMPANY: DELAWARE
OEM 1, LLC		10/14/2015	LIMITED LIABILITY COMPANY: DELAWARE
OPTIM ENERGY MARKETING, LLC		10/14/2015	LIMITED LIABILITY COMPANY: DELAWARE
OPTIM ENERGY GENERATION, LLC		10/14/2015	LIMITED LIABILITY COMPANY: DELAWARE
OPTIM ENERGY TWIN OAKS GP, LLC		10/14/2015	LIMITED LIABILITY LIMITED PARTNERSHIP: DELAWARE
OPTIM ENERGY TWIN OAKS, LP		10/14/2015	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OE HOLDINGS, LLC		
<b>Street Address:</b>	8403 Colesville Road		
<b>Internal Address:</b>	c/o Competitive Power Ventures		
<b>City:</b>	Silver Spring		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20910		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77634732	TURNING ENERGY INTO OPPORTUNITY	
<b>Serial Number:</b>	77621577	E OPTIMENERGY	
<b>Serial Number:</b>	77621561	E	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027875520		
<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>	202-787-5521		
<b>Email:</b>	emily@morriskamlay.com		

OP \$90.00 77634732

**Correspondent Name:** MORRIS & KAMLAY LLP  
**Address Line 1:** 1150 18th Street, NW  
**Address Line 2:** Suite 575  
**Address Line 4:** Washington, D.C. 20036

**NAME OF SUBMITTER:** Emily T. English

**SIGNATURE:** /Emily T. English/

**DATE SIGNED:** 10/26/2015

**Total Attachments: 7**

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## TRADEMARK AND DOMAIN NAME ASSIGNMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT (“Assignment”) is entered into as of October 15, 2015, by Optim Energy, LLC; OEM 1, LLC; Optim Energy Marketing, LLC; Optim Energy Generation, LLC; Optim Energy Twin Oaks GP, LLC; and Optim Energy Twin Oaks, LP (collectively, “Assignors”) in favor of OE Holdings, LLC, a limited liability company organized under the laws of Delaware (“Assignee”).

WHEREAS, Assignors wish to assign to Assignee, and Assignee wishes to acquire from Assignors, all worldwide right, title and interest in and to the Domain Names (as defined below) and the Marks (as defined below) and all goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignors hereby agree:

1. Assignors hereby irrevocably sell, transfer, assign, convey and deliver to Assignee, all of Assignors’ right, title and interest in, to and under the domain names listed on Schedule A attached hereto (the “Domain Names”) and all registered, applied-for and unregistered trademarks, service marks, corporate names, trade names, fictitious and other business names, including, without limitation, the trademark registrations and applications for registration therefor identified and set forth on Schedule B attached hereto (such trademark registrations and applications, the “Marks”), and all common law rights therein, together with the goodwill associated therewith, for the United States and for all foreign countries, including, without limitation, any other applications that may arise under any international convention therefrom or registrations that may arise from any of the foregoing, and any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, together with (A) all income, royalties, damages and payments due or payable after the date hereof relating to the Marks and Domain Names; (B) the right, if any, to register, prosecute, maintain and defend the Marks and Domain Names before any public or private agency or registrar; (C) all causes of action (either in law or in equity) and the right to sue, counterclaim and recover damages or other compensation (including lost profits) for past and future infringements, dilutions or misappropriations thereof, the right to sue and obtain equitable relief in respect of such infringements or misappropriations, the right to fully and entirely stand in the place of the Assignors in all matters related thereto; and (D) all other rights corresponding to any of the foregoing throughout the respective countries where the Assignors hold rights in the Marks and Domain Names.
2. Assignors hereby request the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee’s attorneys,

agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

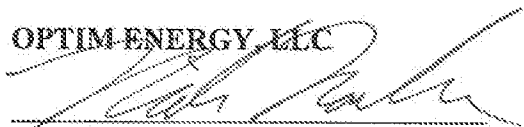
3. Assignors shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with effectuating and implementing this Assignment and perfecting Assignee's title in, to and under the Marks and Domain Names.
4. If Assignors shall fail, after reasonable notice from Assignee, to execute any documents or to take such other steps as required by Section 3 above, Assignors hereby constitute and appoint Assignee the true and lawful attorney of Assignors to act as Assignors' attorney-in-fact solely for the purpose of executing any such documents and taking all such other steps in connection with effectuating and implementing this Assignment and perfecting Assignee's title in, to and under the Marks and Domain Names.
5. This Assignment shall be governed and construed in accordance with, the laws of the State of New York, without giving effect to the conflict of laws rules thereof.
6. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
7. This Assignment, along with its Schedules, constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns..

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SIGNATURE PAGES FOLLOW

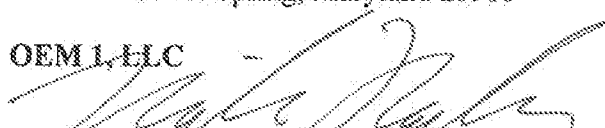
IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignors' names by Assignors' duly authorized officers as of the date first above written.

**ASSIGNORS**

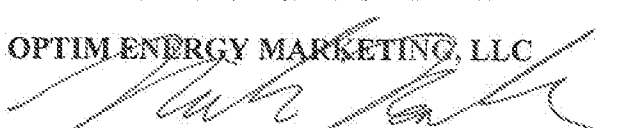
**OPTIM ENERGY, LLC**

  
\_\_\_\_\_  
Nick Rahn  
Chief Executive Officer  
Address: c/o Competitive Power Ventures, Inc.  
8403 Colesville Road  
Silver Spring, Maryland 20910

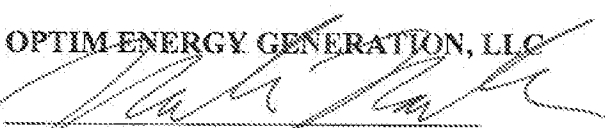
**OEM I, LLC**

  
\_\_\_\_\_  
Nick Rahn  
Manager  
Address: c/o Competitive Power Ventures, Inc.  
8403 Colesville Road  
Silver Spring, Maryland 20910

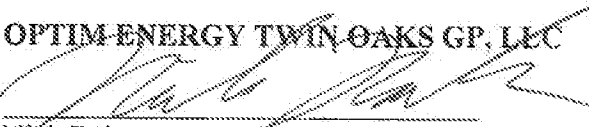
**OPTIM ENERGY MARKETING, LLC**

  
\_\_\_\_\_  
Nick Rahn  
Manager  
Address: c/o Competitive Power Ventures, Inc.  
8403 Colesville Road  
Silver Spring, Maryland 20910

**OPTIM ENERGY GENERATION, LLC**

  
\_\_\_\_\_  
Nick Rahn  
Manager  
Address: c/o Competitive Power Ventures, Inc.  
8403 Colesville Road  
Silver Spring, Maryland 20910

**OPTIM ENERGY TWIN OAKS GP, LLC**

  
\_\_\_\_\_  
Nick Rahn  
Manager  
Address: c/o Competitive Power Ventures, Inc.  
8403 Colesville Road  
Silver Spring, Maryland 20910

OPTIM ENERGY TWIN OAKS, LP



Nick Rahn

Manager

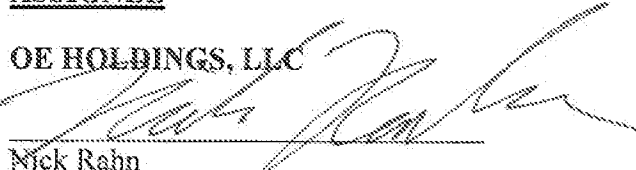
Address: c/o Competitive Power Ventures, Inc.  
8403 Colesville Road  
Silver Spring, Maryland 20910

Assignee hereby accepts receipt of the entire right, title and interest in and to the Marks and the Domain Names.

Acknowledgment:

ASSIGNEE

OE HOLDINGS, LLC



Nick Rahn

Chief Executive Officer

Address: c/o Competitive Power Ventures,  
Inc.  
8403 Colesville Road  
Silver Spring, Maryland 20910

NOTARIZATION PAGE FOLLOWS

STATE OF Delaware )  
COUNTY OF New Castle }

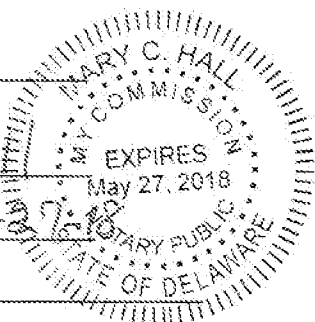
Before me, the undersigned, a notary public in and for said County and State, personally appeared Nick Kahn, an authorized representative of Optim Energy, LLC; OEM 1, LLC; Optim Energy Marketing, LLC; Optim Energy Generation, LLC; Optim Energy Twin Oaks GP, LLC; and Optim Energy Twin Oaks, LP, who acknowledged the execution of the foregoing Trademark and Domain Name Assignment to be his voluntary act and deed on behalf of said companies.

WITNESS MY HAND AND SEAL THIS 4<sup>th</sup> day of October, 2015.

Mary C. Hall  
Notary Public

Printed: Mary C. Hall

My Commission Expires: 5-27-18



STATE OF Delaware )  
COUNTY OF New Castle }

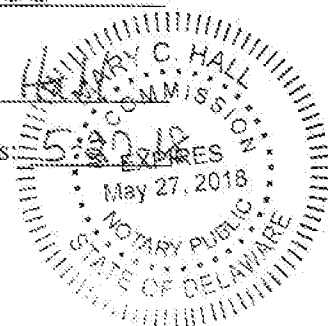
Before me, the undersigned, a notary public in and for said County and State, personally appeared Nick Kahn, an authorized representative of OE Holdings, LLC who acknowledged the execution of the foregoing Trademark and Domain Name Assignment to be his voluntary act and deed on behalf of said company.

WITNESS MY HAND AND SEAL THIS 4<sup>th</sup> day of October, 2015.

Mary C. Hall  
Notary Public

Printed: Mary C. Hall

My Commission Expires: 5-27-18



Schedule A to Trademark and Domain Name Assignment

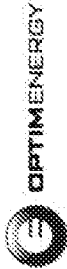

Domain Names

- [optimenergy.com](http://optimenergy.com)



Schedule B to Trademark and Domain Name Assignment

Registered and Applied-For Marks

TRADEMARK	COUNTRY	OWNER	SERIAL NUMBER	APP. DATE	REG. NUMBER	REG. DATE	STATUS
TURNING ENERGY INTO OPPORTUNITY	US	OPTIM ENERGY, LLC	77634732	12/17/2008	3764879	03/23/2010	Registered
E OPTIMENERGY 	US	OPTIM ENERGY, LLC	77621577	11/25/2008	3764765	03/23/2010	Registered
E 	US	OPTIM ENERGY, LLC	77621561	11/25/2008	3764764	03/23/2010	Registered

Unregistered Marks

- OPTIM ENERGY