

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369625

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Agreen Energy, LLC		12/28/2015	LIMITED LIABILITY COMPANY: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Vanguard Renewables, LLC		
Street Address:	20 Walnut Street		
Internal Address:	Suite 308		
City:	Wellesley		
State/Country:	MASSACHUSETTS		
Postal Code:	02481		
Entity Type:	LIMITED LIABILITY COMPANY: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86019760	AGREEN ENERGY	
CORRESPONDENCE DATA			
Fax Number:	4014550701		
<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:	401-455-0700		
Email:	jceleste@duffysweeney.com		
Correspondent Name:	Joshua L. Celeste		
Address Line 1:	One Financial Plaza		
Address Line 2:	Suite 1800		
Address Line 4:	Providence, RHODE ISLAND 02903		
ATTORNEY DOCKET NUMBER:	1205.0001		
NAME OF SUBMITTER:	Joshua L. Celeste		
SIGNATURE:	/Joshua L. Celeste/		
DATE SIGNED:	01/19/2016		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARK AGREEMENT

THIS ASSIGNMENT OF TRADEMARK AGREEMENT (the "**Agreement**") dated as of 12/28, 2015, from **Agreen Energy, LLC**, a Massachusetts Limited Liability Company ("**Assignor**") to **Vanguard Renewables, LLC**, a Massachusetts Limited Liability Company ("**Assignee**").

WHEREAS, Assignor has adopted, is using, and is the owner of all right, title and interest in the Mark and the goodwill of the business in connection with which such Mark is used identified on Exhibit A attached hereto (the "**Mark**"); and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in, to and under the Mark;

NOW, THEREFORE, for good and valuable consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by Assignee, the receipt of which is hereby acknowledged, Assignor does hereby assign, transfer and sell unto Assignee, all right, title and interest in and to the Mark, the right to sue for infringement that occurred prior to the date hereof, together with the goodwill together with that part of Assignor's business to which the Mark pertains, which business is ongoing and existing, the goodwill of the business symbolized by the Mark, and the above identified registration of the Mark. And, Assignor hereby covenants and agrees that it will, at Assignee's reasonably request and at its expense, (i) communicate to Assignee, its successors, assigns or other legal representatives, any facts known to it respecting the Mark, (ii) testify in any legal proceeding, (iii) sign all lawful papers and execute all affidavits, (iv) make all rightful oaths and (v) generally do everything possible to aid Assignee, its successors, assigns or other legal representatives to obtain, vest and enforce proper protection for said Mark all registrations and applications therefor, including any renewals and extensions of the registrations that are or may be secured, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made; together with all income, royalties or payments due or payable as of the effective date of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of her successors, assigns or other legal representatives.

And Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith, effective the date first written above.

{Signatures follow on next page}

IN WITNESS WHEREOF, the Assignee has executed this Assignment of Trademark Agreement as of the date first written above.

ASSIGNEE:

VANGUARD RENEWABLES, LLC

By: [Signature]
Name: Allen Chase
Title: Chief Financial Officer

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

On this 25th day of December, 2015, before me, the undersigned notary public, personally appeared principal, of Vanguard Renewables, LLC, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as principal.


[Signature]
Notary Public:
My Commission Expires: 11/21/2018

[Trademark Assignment Signature Page – Assignee]

IN WITNESS WHEREOF, the Assignor has executed this Assignment of Trademark Agreement by their duly authorized officers or signatories as of the date first written above.

ASSIGNOR:

AGREEN ENERGY, LLC

By: 
Name: WILLIAM J. BERGERSON
Title: PRINCIPAL

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

On this 20th day of December, 2015, before me, the undersigned notary public, personally appeared principal, of Agreen Energy, LLC, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as principal.

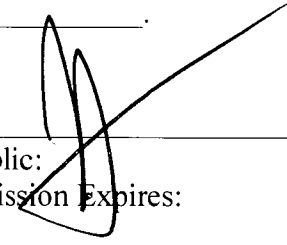

Notary Public:
My Commission Expires:

EXHIBIT A

TRADEMARK	TM FILING OFFICE	SERIAL NUMBER	STATUS
AGREEN ENERGY	MA	86019760	Pending

4841-2683-2684, v. 1