

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371662

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Builders Energy Rater, LLC		01/22/2016	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	BER Energy Services, LLC		
Street Address:	495 S. High Street		
Internal Address:	Suite 50		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43215		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85666360	BER	
Registration Number:	4483382	B U I L D E R S ENERGY RATER	
Registration Number:	4483381	BUILDERS ENERGY RATER	
Registration Number:	4331706	CE3	
CORRESPONDENCE DATA			
Fax Number:	2162410816		
<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:	216-622-8200		
Email:	ipdocket@calfee.com		
Correspondent Name:	Calfee, Halter & Griswold LLP		
Address Line 1:	1405 East Sixth Street		
Address Line 2:	The Calfee Building		
Address Line 4:	Cleveland, OHIO 44114-1607		
ATTORNEY DOCKET NUMBER:	28450/04287		
NAME OF SUBMITTER:	Ryan W. Falk		
SIGNATURE:	/Ryan W. Falk/		
DATE SIGNED:	02/01/2016		

CH \$115.00 85666360

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of January 22, 2016 (the "Effective Date") by and between Builders Energy Rater, LLC, a Texas limited liability company ("Assignor"), and BER Energy Services, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), which provides, among other things, that Assignee is acquiring substantially all of the assets of Assignor and is a successor to Assignor's business; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights, title and interests in all of its Intellectual Property Rights (as the term is defined in the Purchase Agreement), and Assignee desires to accept the assignment of such Intellectual Property Rights from Assignor, subject to the terms and conditions of the Purchase Agreement and this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee, its successors, assigns or other legal representatives, all of Assignor's worldwide right, title and interest in and to: (i) all trademarks, service marks, trade dress, brand names and trade names worldwide that are owned by Assignor and used in or useful to the operation of its business, including, but not limited to, those identified on Schedule A attached hereto, (collectively, the "Marks"); (ii) all registrations and applications for registration of the Marks worldwide, including, but not limited to, the trademark registration identified on Schedule B attached hereto; (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Marks worldwide; (iv) all rights of action arising from the Marks worldwide, including, but not limited to, all claims for damages by reason of past, present and future infringement of the Marks and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made; and (v) the goodwill of the business symbolized by the Marks.

Assignor covenants and agrees that it will, at any time upon written request by Assignee, do everything reasonable to aid Assignee, its successors, assigns or other legal representatives to document, effectuate or protect the ownership rights assigned herein, all without further consideration, but at the expense of Assignee, its successors, assigns or other legal representatives.

In witness whereof, Assignor has executed this Trademark Assignment Agreement as of the Effective Date.

ASSIGNEE:

BER ENERGY SERVICES, LLC

By:  _____

Name: Michael T. Miller

Title: EVP and CFO

ASSIGNOR:

BUILDERS ENERGY RATER, LLC

VALRO ENTERPRISES, INC., its manager

By: _____

Name: Ross E. Bacon

Title: CEO and CFO

[Signature Page to Trademark Assignment Agreement]

In witness whereof, Assignor has executed this Trademark Assignment Agreement as of the Effective Date.

ASSIGNEE:

IBP TEXAS ASSETS I, LLC

By: _____

Name: Michael T. Miller

Title: EVP and CFO

ASSIGNOR:

KEY GREEN BUILDER SERVICES, LLC

VALRO ENTERPRISES, INC., its manager

By:  _____

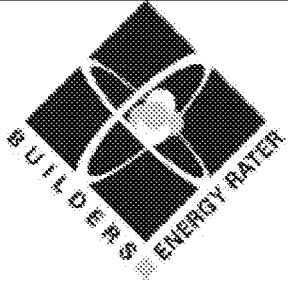

Name: Ross E. Bacon

Title: CEO and CFO

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 005722 FRAME: 0395

SCHEDULE A

MARKS
<p data-bbox="673 485 943 590">BER</p>

<p data-bbox="483 1136 1138 1182">BUILDERS ENERGY RATER</p>

<p data-bbox="467 1644 930 1671">ONE SOURCE MULTIPLE SOLUTIONS</p>

SCHEDULE B

TRADEMARK REGISTRATION

Trademark	Filing Date	Application No.	Registration Date	Registration No.	Status
BER	7/1/2012	85/666,360	N/A	N/A	Dead-Abandoned
B U I L D E R S ENERGY RATER & DESIGN	7/1/2012	85/666,359	2/18/2014	4,483,382	Live
BUILDERS ENERGY RATER	7/1/2012	85/666,356	2/18/2014	4,483,381	Live
CE3 & DESIGN	9/7/2012	85/723233	5/7/2013	4,331,706	Live