

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372373

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DELTA ENERGY, LLC		11/01/2012	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	DELTA ENERGY HOLDINGS, LLC		
Street Address:	5555 PERIMETER DRIVE		
City:	DUBLIN		
State/Country:	OHIO		
Postal Code:	43017		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3789095	DELTA ENERGY	
Registration Number:	3719243	OUR BUSINESS IS PUTTING ENERGY INTO YOUR	
CORRESPONDENCE DATA			
Fax Number:	2067577192		
	<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:	2067578192		
Email:	omarvasquez@dwt.com, michaelamason@dwt.com, seatm@dwt.com		
Correspondent Name:	Omar Vasquez		
Address Line 1:	1201 Third Avenue, Suite 2200		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	96588-14		
NAME OF SUBMITTER:	OMAR VASQUEZ		
SIGNATURE:	/Omar Vasquez/		
DATE SIGNED:	02/08/2016		
Total Attachments: 4			
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ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") dated as of November 1, 2012, is made by and between DELTA ENERGY, LLC, an Ohio limited liability company ("Assignor"), and DELTA ENERGY HOLDINGS, LLC, an Ohio limited liability company ("Assignee") (Assignor and Assignee are sometimes referred to individually as a "Party" and together, as "Parties").

W I T N E S S E T H

WHEREAS Assignor desires to assign, transfer, convey and deliver to Assignee all of its right, title and interest in and to the certain intellectual property set forth on Schedule 1 attached hereto (the "Intellectual Property").

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

ARTICLE I TRANSFER OF INTELLECTUAL PROPERTY BY ASSIGNOR

Assignor hereby absolutely, irrevocably and unconditionally assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, the Intellectual Property, free and clear of all Liens and together with all accrued rights and benefits attached thereto.

ARTICLE II FURTHER ASSURANCES

From time to time, Assignor shall, without further consideration, promptly do, execute, acknowledge, deliver, and record (when appropriate) any and all instruments or other documents of transfer, conveyance and assignment, and take such other action as Assignee may reasonably request as may be necessary or advisable to effect or evidence the transactions contemplated hereby.

ARTICLE III BINDING EFFECT; BENEFIT; ASSIGNMENT

This Agreement shall inure to the benefit of and be binding upon the Parties. No other Person not party to this Agreement shall be entitled to the benefits of this Agreement. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either Party without the prior written consent of the other Party.

**ARTICLE IV
COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Signed counterparts of this Agreement may be delivered by facsimile and by scanned PDF image.


**ARTICLE V
SPECIFIC ENFORCEMENT**

Assignor agrees that irreparable damage would occur if any of the provisions of this Agreement were not performed by Assignor in accordance with their specific terms or were otherwise breached or threatened to be breached and that an award of money damages would be inadequate in such event. Accordingly, it is acknowledged that Assignee shall be entitled to equitable relief, without proof of actual damages, including an order for specific performance to prevent breaches of this Agreement by Assignor and to enforce specifically the terms and provisions of this Agreement, in addition to any other remedy to which Assignee is entitled at law or in equity as a remedy for any such breach or threatened breach. Assignor further agrees that neither Assignee nor any other Person shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Article V, and Assignor irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument.


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IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement effective as of the date first written above.

ASSIGNOR:
DELTA ENERGY, LLC

By:  Sharon S. (Sheri) Tackett
Name: Sharon S. (Sheri) Tackett
Title: CEO / founder

ASSIGNEE:
DELTA ENERGY HOLDINGS, LLC

By:  Sharon S. (Sheri) Tackett
Name: Sharon S. (Sheri) Tackett
Title: CEO / founder

SCHEDULE 1: Intellectual Property

1. "DELTA energy" service mark, as registered with the United States Patent and Trademark Office (Serial No. 77361217; Registration No. 3789095).
2. "our business is putting energy into your business" service mark, as registered with the United States Patent and Trademark Office (Serial No. 77390020; Registration No. 3719243).