

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372374

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 HOLDINGS, LLC		12/31/2015	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	DELTA ENERGY SERVICES, 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: 5			
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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “Agreement”) dated as of December 31, 2015, is made by and between DELTA ENERGY HOLDINGS, LLC, an Ohio limited liability company (“Assignor”), and DELTA ENERGY SERVICES, LLC, an Ohio limited liability company (“Assignee”) (Assignor and Assignee are sometimes referred to individually as a “Party” and together, as “Parties”).

WITNESSETH

WHEREAS, Assignee, Perimeter Energy, LLC, Sellers, and Sharon S. Tackett as Sellers Representative, on the one hand, and Edison Energy, LLC have entered into an Equity Interest Purchase Agreement, dated December 31, 2015 (the “Purchase Agreement”); and

WHEREAS, in accordance with the terms of the Purchase Agreement, Assignor desires to assign, transfer, convey and deliver to Assignee all of its right, title and interest in and to the Intellectual Property Rights, as that term is defined below, including but not limited to the intellectual property set forth on Schedule 1 attached hereto.

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
DEFINED TERMS**

For purposes of this Agreement, “Intellectual Property Rights” shall mean all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, and patent applications and patent disclosures, together with all reissues, continuations, continuations-in-part, divisions, revisions, extensions and reexaminations thereof; (b) all trademarks, service marks, trade dress, logos, trade names, internet domain names and corporate names, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith and all applications, registrations and renewals in connection therewith; (c) all copyrightable works, all copyrights, and all applications, registrations and renewals in connection therewith; (d) all trade secrets and confidential business information, including ideas, research and development, know-how, formulas, compositions, technical data, designs, drawings, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals; (e) all content, including without limitation website content; (f) all other intellectual property or proprietary rights, both U.S. and foreign; and (g) all copies and tangible embodiments thereof (in whatever form or medium), as necessary for the operation of the business of Assignee and Perimeter Energy, LLC, and their respective subsidiaries, as presently conducted or as contemplated to be conducted. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings set forth in the Purchase Agreement.

**ARTICLE II
TRANSFER OF INTELLECTUAL PROPERTY BY ASSIGNOR**

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

**ARTICLE III
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 IV
REPRESENTATIONS AND WARRANTIES**

Assignor hereby represents and warrants to Assignee that, to the extent such Intellectual Property Rights exist,: (i) Assignor has the full legal power and authority to execute and deliver this Assignment and that this Assignment constitutes the legal, valid, and binding obligation of Assignor, enforceable against Assignor in accordance with its terms, (ii) Assignor is the sole owner of the Intellectual Property Rights, and owns the Intellectual Property Rights free and clear of any mortgage, pledge, lien, option, charge, attachment or other encumbrance of any kind or nature whatsoever, (iii) Assignor has not granted, directly or indirectly, any rights or interest whatsoever in the Intellectual Property Rights to any third party; and (iv) the use of the Intellectual Property Rights in the business of Assignee and Perimeter Energy, LLC as currently conducted or contemplated to be conducted does not infringe or misappropriate in any manner the intellectual property of any third party. Assignor acknowledges that it retains no right, title or interest in the Intellectual Property Rights and agrees not to challenge the validity of Assignee's ownership of and rights to the Intellectual Property Rights.

**ARTICLE V
INDEMNITY**

Assignor agrees to indemnify and hold Assignee harmless from and against any liabilities, expenses, damages, and losses of any kind or nature, including reasonable attorneys' fees, arising out of or attributable to the breach of any of the foregoing representations and warranties.

**ARTICLE VI
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 VII
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 VIII
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 VIII, 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 HOLDINGS, LLC

By: S. Tackett
Name: Sharon S. Tackett
Title: President

ASSIGNEE:
DELTA ENERGY SERVICES, LLC

By: S. Tackett
Name: Sharon S. 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).
3. “deltaenergyllc.com” domain name, registered with Register.com, Inc.
4. deltaenergycenter.com
5. deltaenergyllc.com
6. deltaenergyservices.com
7. perimeterenergy.com
8. mydeltaenergy.com
9. gigaconinc.com