

900363535 05/05/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM383346

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
McKess Holdings, Inc.	FORMERLY McKinstry Essention, Inc.	01/01/2013	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	McKinstry Essention, LLC		
Street Address:	5005 3rd Ave. South		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98134		
Entity Type:	: WASHINGTON Limited Liability Company		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3919945	EEM SUITE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	650-798-6700		
Email:	pltrademarks@klgates.com		
Correspondent Name:	Britt L. Anderson		
Address Line 1:	925 4th Ave. Ste. 2900		
Address Line 4:	Seattle, WASHINGTON 98104		
NAME OF SUBMITTER:		Britt L. Anderson	
SIGNATURE:		/Britt L. Anderson/	
DATE SIGNED:		05/05/2016	
Total Attachments: 3			
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MCKINSTRY ESSENTION, INC.

CONTRIBUTION AND ASSIGNMENT OF RIGHTS AGREEMENT

THIS CONTRIBUTION AND ASSIGNMENT OF RIGHTS AGREEMENT (this "Agreement") is made and entered into effective as of January 1, 2013 (the "Effective Date"), by and between McKEss Holdings, Inc., a Washington corporation fka McKinstry Essention, Inc. and the parent of Company ("Parent") and McKinstry Essention, LLC, a Washington limited liability company ("Company").

RECITALS

A. Parent was organized in March 2000 as a C corporation to operate an online facilities management business.

B. In the intervening years, Parent's offerings and business have grown substantially and now include energy services, facilities management services, and Smart Building Solutions (collectively, the "Business").

C.

D.

E.

F. In accordance with the terms of the LLC Agreement, Parent desires to contribute all right, title, and interest in the assets and liabilities comprising the Business, other than the Term Loan (as defined below), to Company in exchange for the issuance of the membership interests in Company as set forth in the LLC Agreement.

In consideration of the foregoing and the mutual agreements, covenants, and conditions herein contained, Company and Parent agree as follows:

AGREEMENT

1. Contribution of Assets.

1.1 Contributed Assets. Subject to the terms and conditions of this Agreement, on the Effective Date, Parent shall contribute, assign, transfer, convey, and deliver to Company, and Company shall acquire and accept from Parent, all of Parent's tangible and intangible assets, including but not limited to the following (together, the "Contributed Assets"):

(a) all equipment, furniture, inventory, and supplies, which shall include all computers and office equipment of the Business, and all warranties and guarantees, if any, express or implied, in connection with such items, to the extent assignable;

(b) all contracts related to the Business, including vendor, client, and subconsultant contracts (the "Assumed Contracts");

(c) all accounts receivable and rights to receive payment in the conduct of the Business;

(d) all files, records, lists, and proprietary information that relate to the Assumed Contracts, provided that Parent may keep a copy of any information that Parent is required by law to keep in its possession;

(e) all proprietary rights of the Business, including all trademarks, copyrights, and trade secrets, together with any associated goodwill;

(f) all customer lists, goodwill of the Business as a going concern, other inventory, supplies, deposits on equipment, prepaid expenses and other current assets of Parent if any, necessary for the operation of the Business;

(g) the right to receive payment from clients under the Assumed Contracts with respect to services performed before or after the date of Closing by employees, vendors, consultants, and other service providers pursuant to the Assumed Contracts with respect to which clients under the Assumed Contracts have not been billed by Parent prior to Closing;

(h) cash, commercial paper, certificates of deposit and other bank deposits, treasury bills, and other cash equivalents of Parent;

(i) all refunds or credits of any taxes due to Parent, except for federal and state income taxes; and

(j) any and all office lease deposits.

1.2 Assumed Liabilities. Except as otherwise provided in Section 1.3, in connection with the contribution, assignment, transfer, conveyance, and delivery of the Contributed Assets, upon execution and delivery of this Agreement, Company will assume, pay, perform and

**SIGNATURE PAGE
CONTRIBUTION AND ASSIGNMENT OF RIGHTS AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.


COMPANY

PARENT


MCKINSTRY ESSENTION, LLC

MCKESS HOLDINGS, INC.

By



Doug Moore, Chief Operating Officer



Ash Awad, President