

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM385113

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Direct Energy, LP		05/19/2016	Limited Partnership: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Direct Energy Marketing Inc.		
<b>Street Address:</b>	12 Greenway Plaza, Ste. 250		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77046		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86789060	FIRST CHOICE POWER	
<b>Serial Number:</b>	86788908	FIRST CHOICE POWER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	256-349-5436		
<b>Email:</b>	docketing@ipwatch.com		
<b>Correspondent Name:</b>	Sean Collin		
<b>Address Line 1:</b>	468 1/2 North Court Street		
<b>Address Line 4:</b>	Florence, ALABAMA 35630		
<b>NAME OF SUBMITTER:</b>	Sean Collin		
<b>SIGNATURE:</b>	/Sean Collin/		
<b>DATE SIGNED:</b>	05/20/2016		
<b>Total Attachments: 2</b>			
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source=Assignment 5.19.2016#page2.tif			

OP \$65.00 86789060

## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property ("Assignment") is entered into by and between Direct Energy, LP, a Texas limited partnership doing business at 12 Greenway Plaza, Suite 250, Houston, Texas 77046 ("Assignor") and Direct Energy Marketing Inc., a Delaware corporation doing business at 12 Greenway Plaza, Suite 250, Houston, Texas 77046 ("Assignee"). This Assignment is effective as of the last date written below ("Effective Date").

For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Assignor hereby grants, bargains, sells, conveys, transfers, assigns, and delivers unto Assignee all of its respective right, title, and interest, domestic and foreign, in and to all intellectual property set forth in Attachment A, including all applications, foreign and domestic, claiming benefit of the filing date thereof, together with the goodwill of the business symbolized by the intellectual property thereof, including the right of Assignee, its successors, assigns, and/or other legal representatives to claims for damages for infringement prior to the date hereof of any provisional and/or trademark rights.

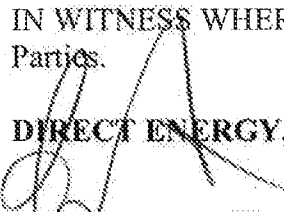
Assignor, its successors, assigns, or other legal representatives agree to execute any and all papers, of any and all kinds and in any and all countries and to perform any and all acts which Assignee, its successors, assigns, or other legal representatives may deem necessary and may reasonably request to secure thereto the rights herein assigned.

The Parties hereby request the United States Patent and Trademark Office and all non-U.S. patent and trademark issuing authorities to issue all registered trademarks, trade names, service marks, service names, logos, design marks, and trade dress to Assignee.

The Parties hereby represent and warrant they have not granted any rights inconsistent with the rights granted herein.

IN WITNESS WHEREOF, this Assignment has been duly authorized and accepted by the Parties.

**DIRECT ENERGY, LP**

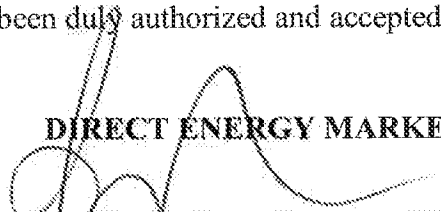
  
Signature

Bray Dohrwardt  
Print Name

Secretary  
Title

May 19, 2016  
Date

**DIRECT ENERGY MARKETING INC.**

  
Signature

Bray Dohrwardt  
Print Name

Secretary  
Title

May 19, 2016  
Date

**ATTACHMENT A**

Intellectual property to be assigned:

<b>Mark</b>	<b>Serial No.</b>	<b>Registration No.</b>
FIRST CHOICE POWER	86789060	N/A
FIRST CHOICE POWER	86788908	N/A