

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395498

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name:	Formerly	Execution Date	Entity Type
Palmetto Solar LLC		08/10/2016	Limited Liability Company: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Palmetto Solar, LLC		
Street Address:	701 East Bay St., Suite 413		
City:	Charleston		
State/Country:	SOUTH CAROLINA		
Postal Code:	29403		
Entity Type:	Corporation: DELAWARE <i>Limited Liability Company</i>		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86467810	PALMETTO SOLAR	
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:	502-657-7830		
Email:	acahill@cahill-ip.com		
Correspondent Name:	Amy S Cahill		
Address Line 1:	333 East Main St., Suite 403		
Address Line 2:	Preston Pointe Building		
Address Line 4:	Louisville, KENTUCKY 40202		
NAME OF SUBMITTER:	Christina I. Ryan		
SIGNATURE:	/christina i. ryan/		
DATE SIGNED:	08/18/2016		
Total Attachments: 8			
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STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ASSIGNMENT

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is made as of August 10, 2016 (the "Effective Date"), by and among Jamie Edens ("Edens"), Palmetto Solar, LLC, a South Carolina limited liability company formed on May 5, 2014 (hereinafter "Assignor", and collectively with Edens, the "Assignors"), and Palmetto Solar, LLC, a Delaware limited liability company ("Assignee"). Each of Edens, Assignor, and Assignee are hereinafter referred to as a "Party" and collectively the "Parties".

WHEREAS, Assignors desire to assign and Assignee desires to assume all right, title, and interest in and to the Marks, as defined herein, and any trade name and trademark rights of Edens and Assignor to the named "Palmetto Solar" used in connection with the solar energy business and resolve all issues relating to such use by the parties.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignments by Assignor to Assignee. Assignor hereby assigns, conveys, transfers and delivers to Assignee, all of its right, title and interest throughout the world in and to the trademarks, trade names, trademark applications, and any other intellectual property (a) set forth on Schedule A and (b) not set forth on Schedule 1 (collectively, the "Marks"), including all right, title and interest in and to all royalties, proceeds, causes of actions and rights of recovery against any third parties for past and future infringement, misappropriation, or other violation or impairment of such intellectual property, together with all of the goodwill symbolized by said Marks.
2. Assignments by Edens to Assignee. Edens hereby sells, conveys, transfers, assigns, and delivers to Assignee, all of his right, title and interest throughout the world in and to the Marks including all right, title and interest in and to all royalties, proceeds, causes of actions and rights of recovery against any third parties for past and future infringement, misappropriation, or other violation or impairment of such intellectual property, along with all of the goodwill of the business symbolized by said Marks.
3. Cease and Desist. Edens and Assignor shall jointly and severally cease, desist and refrain from use of the Marks, and hereafter desist and refrain from the adoption, use or attempted registration of any mark, trade name, or domain name that is identical to or confusingly

similar to the Marks. Edens and Assignor shall not contest or assist any third-party in challenging Assignee's rights in the Marks.

4. Release. Each Party irrevocably releases, acquits and forever discharges the other Parties from any and all claims or liability for infringement, whether under federal law or the laws of any state, of the Marks licensed or otherwise provided hereunder, arising from any acts prior to the Effective Date.

5. Closing

a. Closing Deliverables. At the Closing, Assignor shall deliver to Assignee:

- i. A domain name transfer agreement (the "Domain Agreement") in the form attached as Exhibit A and incorporated by reference transferring all right, title, and interest all domain names owned by Assignor relating to the Marks or the business of Assignor.
- ii. An escrow agreement in the form attached as Exhibit B and incorporated by reference and duly executed by Assignor.
- iii. A written consent to the assignment of the Intellectual Property and an undertaking in a form satisfactory to the Secretary of State of South Carolina to change of the name of Assignor to a name that is distinguishable upon the records of the Secretary of State from "Palmetto Solar, LLC".
- iv. An amended articles of organization of Assignor filed with the South Carolina Secretary of State changing the name of Assignor to a name that is distinguishable upon the records of the Secretary of State from "Palmetto Solar, LLC"

b. Conditions to Assignee's Obligations. The obligations of Assignee under this Agreement, including payment of consideration shall be subject to the following conditions:

- i. All consents, authorizations, orders, and approvals required in connection with the transactions contemplated by this Agreement shall have been received in form and substance satisfactory to Assignee and shall have not been revoked;
- ii. The representations and warranties of Assignor in Section 7 shall be true and correct in all respects as of the Closing Date with the same effect as though made at and as of such date;
- iii. Assignee shall have completed to its satisfaction, in its sole discretion, all due diligence related to the Marks and the other transactions contemplated by this Agreement; and
- iv. Assignee shall have received an approval from the South Carolina Secretary of State stating that it has accepted Assignees application for an

Amended Certificate of Authority to Transact Business, amending the name of Assignee in South Carolina to "Palmetto Solar, LLC".

- v. Assignor shall have delivered to Assignee duly executed versions of the closing deliverables identified in Section 5(a) to effectuate the assignment of the Marks. Assignee shall have the sole responsibility, as its sole cost and expense, to file this Agreement and any other forms or documents required to record such assignments with the USPTO; provided, however, that upon request, Assignor and Edens shall provide such additional documents, instruments, conveyances, and assurances and take such further actions as Assignee may reasonably request to carry out the provisions of this Agreement and give effect to the assignment of the Marks.
6. Consideration. At the Closing, Assignee shall pay to Assignor, through an escrow established pursuant to the Escrow Agreement, by wire transfer of immediately available funds the consideration as defined in the Escrow Agreement.
7. Representations and Warranties of Assignor. Assignor represents and warrants that the statements contained in this Section 7 are true and correct as of the Effective Date.
- a. Assignor is a limited liability company duly organized, validly existing, and in good standing under the laws of the state of South Carolina. Assignor has full limited liability company power and authority to enter into this Agreement and the documents to be delivered under this Agreement, to carry out its obligations under this Agreement, and to consummate the transactions contemplated by this Agreement. The execution, delivery and performance by Assignor of this Agreement and the documents to be delivered under this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all requisite limited liability company action on the part of Assignor. This Agreement and the documents to be delivered under this Agreement have been duly executed and delivered by Assignor, and (assuming due authorization, execution and delivery by the other Parties) this Agreement and the documents to be delivered under this Agreement constitute legal, valid, and binding obligations of Assignor, enforceable against Assignor in accordance with their respective terms.
 - b. The execution, delivery and performance by Assignor of this Agreement and the documents to be delivered under this Agreement, and the consummation of the transactions contemplated by this Agreement, do not and will not: (a) violate or conflict with the articles of organization, operating agreement, or other organizational documents of Assignor; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Assignor or the Marks; or (c) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination,

acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which Assignor is a party or to which any of the Marks are subject. No consent, approval, waiver or authorization is required to be obtained by Assignor from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Assignor of this Agreement and the consummation of the transactions contemplated hereby.

- c. Assignor owns and has good title to the Marks. Assignor does not have any knowledge of any other persons or entities that own any right, title, or interest in any of the Marks or have any right, vested or unvested, to any ownership interest in any of the Marks.
 - d. The Domain Agreement identifies all domain names owned by Edens or Assignor relating to the Marks or the business of Assignor.
 - e. There is no claim, action, suit, proceeding, or governmental investigation of any nature ("Action") pending or, to Assignee's knowledge, threatened against or by Assignee (a) relating to or affecting any of the Marks or (b) that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.
8. Intent. For the avoidance of doubt, the true and full intent of the parties being that Jamie Edens and Assignor have no rights, jointly or severally, to the use of the name "Palmetto Solar" hereafter with all such ownerships and rights he, it, and they did have being vested in the Assignee henceforth.
9. Further Assurances. Each of the Parties shall execute and deliver, at the reasonable request of each other Party, such additional documents, instruments, conveyances, and assurances and take such further actions as such other Party may reasonably request to carry out the provisions of this Agreement and give effect to the transactions contemplated by this Agreement.
10. Governing Law. This Agreement shall be construed, and the rights and obligations of the parties hereunder determined, in accordance with the substantive laws of the State of South Carolina, without regard to its conflict of laws principles.
11. Indemnification. Each Party shall indemnify the other Parties and its members, managers, officers, directors, and representatives against, and hold them harmless from and against, any and all Losses incurred or sustained by, or imposed upon, any of them based upon, arising out of, with respect to, or by reason of: (i) any inaccuracy in, or breach of, any of the representations and warranties of the Indemnifying Party under this Agreement; (ii) any breach or non-fulfillment by the Indemnifying Party of any covenant, agreement, or obligation to be performed by the Indemnifying Party under this Agreement.

acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which Assignor is a party or to which any of the Marks are subject. No consent, approval, waiver or authorization is required to be obtained by Assignor from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Assignor of this Agreement and the consummation of the transactions contemplated hereby.

- c. Assignor owns and has good title to the Marks. Assignor does not have any knowledge of any other persons or entities that own any right, title, or interest in any of the Marks or have any right, vested or unvested, to any ownership interest in any of the Marks.
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11. Indemnification. Each Party shall indemnify the other Parties and its members, managers, officers, directors, and representatives against, and hold them harmless from and against, any and all Losses incurred or sustained by, or imposed upon, any of them based upon, arising out of, with respect to, or by reason of: (i) any inaccuracy in, or breach of, any of the representations and warranties of the Indemnifying Party under this Agreement; (ii) any breach or non-fulfillment by the Indemnifying Party of any covenant, agreement, or obligation to be performed by the Indemnifying Party under this Agreement.

[Signature page follows]

Each of the undersigned parties has executed and delivered this Assignment and Assumption Agreement as of the day and year first written above.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

x [Signature] 8/10/16
Bryon Holden - witness date
x [Signature] 8/10/16
Debra Williams - witness date

("Assignor")

PALMETTO SOLAR, LLC

A South Carolina limited liability company

By: [Signature]

Name: JAMES EDENS

Title: Member

("Edens")

By: [Signature]

Print Name: JAMES EDENS

("Assignee")

PALMETTO SOLAR, LLC

A Delaware limited liability company

By: [Signature]

Name: C. CHRISTOPHER LEWIS

Title: CEO

EXHIBIT A

[Please see the attached domain name transfer agreement]

EXHIBIT B

[Please see the attached escrow agreement]