

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM408246

<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>
Vivint, Inc.		06/24/2016	Corporation: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vivint Solar Licensing LLC		
<b>Street Address:</b>	4931 North 300 West		
<b>City:</b>	Provo		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84604		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86383213	VIVINT.SOLAR	
<b>Serial Number:</b>	86413620	VIVINT SOLAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8013281707		
<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>	801-533-9800		
<b>Email:</b>	jstringham@wnlaw.com		
<b>Correspondent Name:</b>	John C. Stringham		
<b>Address Line 1:</b>	60 East South Temple, Suite 1000		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84111		
<b>ATTORNEY DOCKET NUMBER:</b>	18961.255		
<b>NAME OF SUBMITTER:</b>	John C. Stringham		
<b>SIGNATURE:</b>	/John C. Stringham, 40831/		
<b>DATE SIGNED:</b>	12/08/2016		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is by and between -- VIVINT, INC., a Utah corporation, with its principal place of business at 4931 North 300 West, Provo, Utah 84604 (hereinafter, "Assignor") and VIVINT SOLAR LICENSING LLC, a Delaware limited liability company, whose principal place of business is located at 4931 North 300 West, Provo, Utah 84604 (hereinafter, "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and the corresponding registrations and/or applications for registration set forth on Schedule 1 (collectively, the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, including all rights in and to such marks created under any applicable federal or state statutes or common law or under the applicable trademark laws of any foreign country, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to sue for past infringement, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor authorizes the Commissioner for Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration and/or issue any and all certificates of registration of the Trademarks set forth on Schedule 1 to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably

necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks or the rights conveyed herein.


This Assignment shall be construed in accordance with, and its performance shall be governed by, the laws of the State of Utah, notwithstanding the choice of law rules of such State. If any one or more provisions of this Agreement shall be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The courts of Utah shall have exclusive jurisdiction to determine all claims, disputes, actions, or suits which may arise hereunder and the parties hereto hereby expressly consent to such exclusive jurisdiction and venue before the proper authority in Provo, Utah.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed by their duly authorized representatives as of the dates set forth below.

This assignment and agreement shall be effective as of June 24<sup>th</sup>, 2016.

**ASSIGNOR:**

VIVINT, INC., a Utah corporation

By: 

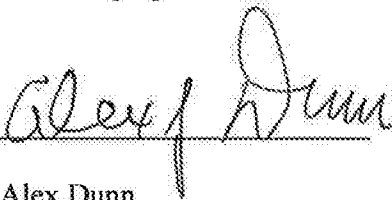
Name: Alex Dunn  
Title: President

[SIGNATURE PAGES CONTINUE ON FOLLOWING PAGE]

**ASSIGNEE:**

**VIVINT SOLAR LICENSING, LLC**, a Delaware limited liability company

By: VIVINT, INC., a Utah corporation  
its Managing Member

By: 

Name: Alex Dunn  
Title: President

SCHEDULE 1

TRADEMARKS

MARKS	REGISTRATION OR APPLICATION NUMBER	COUNTRY
VIVINT.SOLAR	86/383213	United States
VIVINT SOLAR	86/413620	United States