

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422676

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Power2Switch		09/25/2013	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Choose Energy, Inc.		
Street Address:	6217 Chapel Hill Road		
Internal Address:	Suite 300		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75093		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4323306	POWER2SWITCH	
CORRESPONDENCE DATA			
Fax Number:	8015327543		
<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:	8015321500		
Email:	bowen@rqn.com		
Correspondent Name:	S. Brandon Owen		
Address Line 1:	36 South State Street		
Address Line 2:	Suite 1400		
Address Line 4:	Salt Lake City, UTAH 84111		
NAME OF SUBMITTER:	S. Brandon Owen		
SIGNATURE:	/S. Brandon Owen/		
DATE SIGNED:	04/05/2017		
Total Attachments: 4			
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OP \$40.00 4323306

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is dated as of September 25, 2013 ("Effective Date") by and between **Power2Switch**, a Delaware Corporation, having a place of business at 650 West Lake Street, Suite 320, Chicago, IL 60606 ("Assignor") and **Choose Energy, Inc.**, a Delaware corporation, having a place of business at 6217 Chapel Hill Road, Suite 300, Plano, TX 75093 ("Assignee").

WHEREAS, Assignor is the owner of the trademarks and service marks identified on Schedule A attached hereto (the "Marks"), and is the owner of the registration applications and registrations of such Marks in the United States Patent and Trademark Office and trademark authorities in other jurisdictions ("Mark Interests"); and

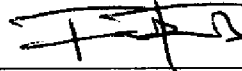
WHEREAS, Assignor desires to transfer and assign its interests in the Marks and the Mark Interests to Assignee for Assignee's exclusive use thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged Assignor and Assignee agree as follows:

1. Assignor hereby irrevocably assigns, sells, conveys and transfers unto Assignee all rights, title and interests in and to the Marks and the Mark Interests, together with (i) the applications for registration and registrations of the Marks, (ii) all common law rights that Assignor may have in the Marks, (iii) the right to prosecute such applications or any new applications for the Marks and enjoy the benefits of any registrations resulting therefrom, (iv) the goodwill of the business symbolized by and associated with the Marks and the Mark Interests and (v) the right to sue (including filing and prosecuting opposition, cancellation and similar proceedings) and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the Mark Interests or such associated goodwill. Assignor hereby requests that all appropriate trademark offices issue registrations in the name of Assignee.
2. Assignor hereby agrees with Assignee that Assignor, upon request, shall execute any and all further instruments regarding the assignments and transfers contemplated by this Assignment, which may be reasonably required in order to better secure to Assignee the use and benefit of any and all of the Marks and Mark Interests, and that Assignor has not executed and will not execute any agreement in conflict with this Assignment. Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and in behalf and instead of Assignor, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Assignor.
3. Assignor hereby covenants and agrees that it shall not challenge or assist others to challenge any of the Marks or Mark Interests or attempt to register or cause to be registered (or make any filing with respect to) any of the Marks or any marks, logos or trade names confusingly similar thereto, anywhere in the world.
4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this assignment, as an instrument under seal, as of _____ day of September, 2013.

ASSIGNOR: POWER2SWITCH, INC.
BY: SEYI FABODE
TITLE: CEO



Signature


STATE OF ILLINOIS Illinois }
COOK COUNTY Cook } ss.

On this 23rd day of September, 2013, before me, Leslie Dumas, Notary Public, personally appeared Seyi Fadobe, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

Witness my hand and official seal, this 23rd day of September, 2013.

SEAL:





NOTARY PUBLIC

NAME: Leslie D. Dumas

COMMISSION EXPIRES: 4/2/16

The foregoing Assignment is hereby accepted as of the _____ day of September, 2013.

CHOOSE ENERGY, INC.

ASSIGNEE: CHOOSE ENERGY, INC.
BY: JERRY DYESS
TITLE: CEO

Signature

IN WITNESS WHEREOF, Assignor has executed this assignment, as an instrument under seal, as of _____ day of September, 2013.

ASSIGNOR: POWER2SWITCH, INC.
BY: SEYI FABODE
TITLE: CEO

Signature

STATE OF ILLINOIS _____ }
COOK COUNTY _____ } ss.

On this _____ day of September, 2013, before me, _____, Notary Public, personally appeared [NAME], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal, this _____ day of September, 2013.

SEAL:

NOTARY PUBLIC
NAME: _____
COMMISSION EXPIRES: _____

The foregoing Assignment is hereby accepted as of the _____ day of September, 2013.

CHOOSE ENERGY, INC.

ASSIGNEE: CHOOSE ENERGY, INC.
BY: JERRY DYESS
TITLE: CEO

Signature

Schedule A

POWER2SWITCH, INC. TRADEMARK REGISTRATIONS AND REGISTRATION APPLICATIONS

Trademark	Country	Classes	App. No.	Reg. No.	Status	App. Date	Reg. Date
POWER2SWITC H	United States						