

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427411

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900401247		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EthoStream LLC		03/28/2017	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	DCI-Design Communications LLC		
Street Address:	6851 Jericho Turnpike		
Internal Address:	Suite 260		
City:	Syosset		
State/Country:	NEW YORK		
Postal Code:	11791		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2922947		
Registration Number:	2911015	ETHOSTREAM	
CORRESPONDENCE DATA			
Fax Number:	2163485474		
<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:	216.348.5744		
Email:	rbannan@mcdonaldhopkins.com		
Correspondent Name:	McDonald Hopkins LLC		
Address Line 1:	600 Superior Avenue, East, Suite 2100		
Address Line 4:	Cleveland, OHIO 44114-2653		
ATTORNEY DOCKET NUMBER:	39610-00016		
NAME OF SUBMITTER:	Robbie H. Bannan		
SIGNATURE:	/Robbie H. Bannan/		
DATE SIGNED:	05/12/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement"), made effective March 29, 2017 by and between EthoStream LLC, a Wisconsin limited liability company, ("Assignor"), and DCI-Design Communications LLC, a Delaware limited liability company ("Assignee"). All capitalized terms used but not defined shall have the meaning set forth in the Purchase Agreement, as herein defined.

WHEREAS, Assignor, Assignee, and Telkonet, Inc., a Utah corporation are parties to that certain Asset Purchase Agreement dated as of March 28, 2017 ("Purchase Agreement"), whereby Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee the Acquired Assets, and Assignee has agreed to purchase from Assignor the Acquired Assets, and to assume the Assumed Liabilities, all on the terms and conditions set forth in the Purchase Agreement;

WHEREAS, Assignor is the proprietor of the trademarks and service marks identified on Exhibit A hereto, including all registrations and applications therefor and all goodwill associated therewith (collectively, the "Assigned Trademarks");

WHEREAS, in connection with the Purchase Agreement, Assignor has agreed to assign the Assigned Trademarks to Assignee and Assignee hereby accepts the assignment.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby, on the terms and conditions set forth in the Purchase Agreement, sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, all of its right, title and interest in, to and under the Assigned Trademarks, together with all rights, powers and privileges of any kind or nature belonging thereto or incident or appurtenant thereto, including, without limitation, all reissues, renewals and extensions thereof and applications relating thereto, the right to claim priority therefor and any and all other rights, privileges and powers with respect to the Assigned Trademarks, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment had not been made.

As of the date set forth below, Assignee has succeeded to all right, title, and standing of Assignor to: (a) receive all rights and benefits pertaining to the Assigned Trademarks and related rights described above, and (b) commence, prosecute, defend and settle all claims and take all actions that Assignee, in its sole discretion, may elect in relation to the Assigned Trademarks. This Assignment (a) is irrevocable and effective upon Assignor's signature to and delivery of a signed copy (in accordance with the below provisions) in connection with the Closing, (b) benefits and binds the parties to the Purchase Agreement and their respective successors and assigns and (c) does not modify or affect, and is subject to, the provisions of the Purchase Agreement.

Regardless of any conflict of law or choice of law principles that might otherwise apply, the Parties agree that this Agreement shall be governed by and construed in all respects in accordance with the internal laws of the State of Delaware. The Parties agree and acknowledge that the State of Delaware has a reasonable relationship to the Parties and/or this Agreement. Any Litigation which relates to this Agreement or the Transaction shall be brought exclusively in the State or Federal Courts located in the State of Delaware and all objections to personal

jurisdiction and venue in any such Litigation are hereby waived. The Parties waive personal service of any and all process and consent that all such service of process shall be made in the manner set forth in Section 12.3 of the Purchase Agreement and service so made shall be complete.

IN WITNESS WHEREOF, this Agreement has been executed and delivered on the date first above written.

ETHOSTREAM LLC

By: 
Name: Jason L. Tienor

Title: Chief Executive Officer

DCI-DESIGN
COMMUNICATIONS LLC

By: _____

Name: Charbel Zreik

Title: President

IN WITNESS WHEREOF, this Agreement has been executed and delivered on the date first above written.

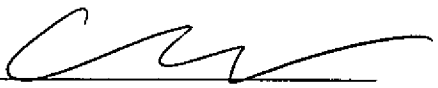
ETHOSTREAM LLC

By: _____

Name: Jason L. Tienor

Title: Chief Executive Officer

DCI-DESIGN
COMMUNICATIONS LLC

By:  _____

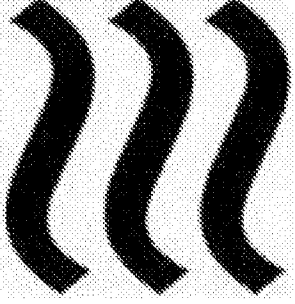
Name: Charbel Zreik

Title: President

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006064 FRAME: 0880

EXHIBIT A

Mark	Application Number	Registration Number	Status	Current Owner
	78/333,213	2,922,947	Registered for <i>COMMUNICATION SERVICES, NAMELY, PROVIDING MULTIPLE USER WIRED AND WIRELESS ACCESS TO THE INTERNET VIA PERSONAL COMPUTERS AND WIRELESS DEVICES, USING VARIOUS AND DISPARATE WIRELESS AND WIRED COMMUNICATION AND COMPUTER NETWORKS</i> in Class 38	EthoStream LLC
ETHOSTREAM	78/333,063	2,911,015	Registered for <i>COMMUNICATION SERVICES, NAMELY, PROVIDING MULTIPLE USER WIRED AND WIRELESS ACCESS TO THE INTERNET VIA PERSONAL COMPUTERS AND WIRELESS DEVICES, USING VARIOUS AND DISPARATE WIRELESS AND WIRED COMMUNICATION AND COMPUTER NETWORKS</i> in Class 38	EthoStream LLC

[Signature Page to Trademark Assignment]