

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443640

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	trademark distribution agreement		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CleanChoice Energy, Inc.		09/01/2017	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	CleanChoice Energy Retail Holdings, LLC		
Street Address:	1055 THOMAS JEFFERSON ST., NW, SUITE 650		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20007		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4806410	CLEAN ENERGY OPTION	
Registration Number:	4480645		
Registration Number:	4279273	YOU ONLY HAVE ONE POWER BILL... USE IT W	
Registration Number:	4409399	ETHICAL ELECTRIC YOU HAVE THE POWER	
Registration Number:	4355651	ETHICAL ELECTRIC	
CORRESPONDENCE DATA			
Fax Number:	2026638000		
<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:	2026638000		
Email:	dctm@pillsburylaw.com		
Correspondent Name:	Patrick J. Jennings		
Address Line 1:	1200 Seventeenth Street, NW		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	022726-0445829		
NAME OF SUBMITTER:	Patrick J. Jennings		
SIGNATURE:	/Pat Jennings/		
DATE SIGNED:	09/19/2017		

CH \$140.00 4806410

Total Attachments: 5

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Trademark Distribution Agreement

This Trademark Distribution Agreement, dated as of September 1, 2017, is made by and between CleanChoice Energy, Inc., a Maryland corporation ("**Company**"), and CleanChoice Energy Retail Holdings, LLC, a Delaware limited liability company ("**Recipient**").

WHEREAS, the board of directors of the Company, a wholly owned subsidiary of the Recipient, has authorized and directed the Company to distribute its right, title, and interest in certain intellectual property of the Company (described below) to the Recipient, and

WHEREAS, the Company wishes to document such distribution.

NOW THEREFORE, the Company hereby authorizes and directs the distribution to Recipient described below.

1. Distribution. The Company hereby irrevocably distributes to the Recipient all of the Company's right, title, and interest in and to the following (the "**Distributed Trademarks**"):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of the Company accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. The Company hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Distribution Agreement upon request by Recipient. Following the date hereof, the Company shall take such steps and actions, and provide such cooperation and assistance to the Recipient and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the distribution of the Distributed Trademarks to the Recipient, or any assignee or successor thereto.

3. Counterparts. This Trademark Distribution Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be

deemed one and the same agreement. A signed copy of this Trademark Distribution Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Distribution Agreement.


4. Successors and Assigns. This Trademark Distribution Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Distribution Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Distribution Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Trademark Distribution Agreement as of the date first above written.

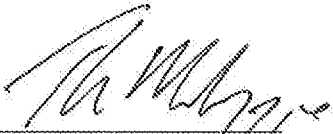
CLEANCHOICE ENERGY, INC.

By: 
Name: Thomas Metzger
Title: CEO

Address for Notices:
CleanChoice Energy, Inc.
1055 Thomas Jefferson St. NW #650
Washington, DC 20007
ATTN: Chief Financial Officer

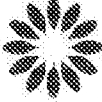

AGREED TO AND ACCEPTED:

CLEANCHOICE ENERGY RETAIL HOLDINGS, LLC

By: 
Name: Thomas Metzger
Title: CEO

Address for Notices:
CleanChoice Energy Retail Holdings, LLC
1055 Thomas Jefferson St. NW #650
Washington, DC 20007
ATTN: Chief Financial Officer

**SCHEDULE 1
TRADEMARKS**

Mark	Goods/Services	Reg. No.
	Retail electricity provider services, namely, providing a service that allows customers to purchase energy, namely, electricity, wind, solar, and renewable energy	4480645
	Retail electricity provider services, namely, providing a service that allows customers to purchase energy, namely, electricity, wind, solar, and renewable energy	4409399
CLEAN ENERGY OPTION	Retail electricity provider services, namely, providing a service that allows customers to purchase energy, namely, electricity, wind, solar, and renewable energy	4806410
ETHICAL ELECTRIC	Retail electricity provider services, namely, providing a service that allows customers to purchase energy, namely, electricity, wind, solar, and renewable energy	4355651
YOU ONLY HAVE ONE POWER BILL... USE IT WISELY	Retail electricity supply services; procurement, namely, purchasing of energy for others	4279273