

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM443647

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Contribution Agreement		
<b>SEQUENCE:</b>	3		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ethical Electric Holdings, Inc.		09/01/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CleanChoice Energy Technology, LLC		
<b>Street Address:</b>	1055 THOMAS JEFFERSON ST., NW, SUITE 650		
<b>City:</b>	Washington		
<b>State/Country:</b>	D.C.		
<b>Postal Code:</b>	20007		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4806410	CLEAN ENERGY OPTION	
<b>Registration Number:</b>	4480645		
<b>Registration Number:</b>	4279273	YOU ONLY HAVE ONE POWER BILL... USE IT W	
<b>Registration Number:</b>	4409399	ETHICAL ELECTRIC YOU HAVE THE POWER	
<b>Registration Number:</b>	4355651	ETHICAL ELECTRIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	2026638000		
<b>Email:</b>	dctm@pillsburylaw.com		
<b>Correspondent Name:</b>	Patrick J. Jennings		
<b>Address Line 1:</b>	1200 Seventeenth Street, NW		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	022726-0445829		
<b>NAME OF SUBMITTER:</b>	Patrick J. Jennings		
<b>SIGNATURE:</b>	/Pat Jennings/		
<b>DATE SIGNED:</b>	09/19/2017		

CH \$140.00 4806410

**Total Attachments: 5**

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## Trademark Contribution Agreement

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

**WHEREAS**, the board of directors of the Company, the sole member of the Recipient, has authorized and directed the Company to contribute 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 contribution.

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

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

(a) the trademark registrations and applications set forth on Schedule I 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 Contribution 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 contribution of the Contributed Trademarks to the Recipient, or any assignee or successor thereto.

3. Counterparts. This Trademark Contribution 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 Contribution 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 Contribution Agreement.

4. Successors and Assigns. This Trademark Contribution 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 Contribution 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 Contribution 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 Contribution Agreement as of the date first above written.

**ETHICAL ELECTRIC HOLDINGS, INC.**

By:   
Name: Thomas Matzke  
Title: CEO

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

AGREED TO AND ACCEPTED:

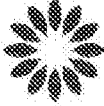

**CLEANCHOICE ENERGY  
TECHNOLOGY, LLC**

By:   
Name: Thomas Matzke  
Title: CEO

Address for Notices:  
CleanChoice Energy Technology, 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