

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM467363

<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>
ENGIE Insight Services Inc.	FORMERLY Ecova, Inc.	02/15/2018	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CLEARresult Consulting Inc.		
<b>Street Address:</b>	4301 Westbank Drive, Building A, Suite 300		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78746		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3065199	80 PLUS	
<b>Registration Number:</b>	3065198	80 PLUS	
<b>Registration Number:</b>	4300033	PLUG LOAD SOLUTIONS	
<b>Registration Number:</b>	4228056	PLUG LOAD SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	robin.seifried@cleareresult.com		
<b>Correspondent Name:</b>	Robin Seifried		
<b>Address Line 1:</b>	100 SW Main St, Suite 1500		
<b>Address Line 4:</b>	Portland, OREGON 97204		
<b>NAME OF SUBMITTER:</b>	Robin Seifried		
<b>SIGNATURE:</b>	/Robin Seifried/		
<b>DATE SIGNED:</b>	03/27/2018		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Assignment**”) is made as of February 15, 2018, by and between ENGIE Insight Services Inc. (formerly known as Ecova, Inc.), a Washington corporation (“**ENGIE Insight**”) and CLEAResult Consulting Inc., a Texas corporation (“**Buyer**”).

### RECITALS

A. Pursuant to the Asset Purchase Agreement dated as of January 9, 2018 by and between the ENGIE Insight and Buyer (the “**Asset Purchase Agreement**”), ENGIE Insight agreed to transfer to Buyer certain intellectual property rights, including the trademark rights in registrations and applications set forth on Appendix A hereto and described below (collectively, the “**Trademark Rights**”), together with any and all goodwill of the business associated with the Trademark Rights.

B. ENGIE Insight desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of, all of ENGIE Insight’s worldwide right, benefit, title and interest in, to, and under the Trademark Rights.

### AGREEMENT

NOW THEREFORE, in consideration of the foregoing premises, the covenants and agreements contained in this Assignment, the covenants and agreements contained in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

**1. Assignment.** ENGIE Insight does hereby transfer, assign, set over, convey and deliver to Buyer, and Buyer hereby accepts from ENGIE Insight, all of ENGIE Insight’s right, benefit, title, and interest in, to and under the Trademark Rights, including, without limitation, (i) the goodwill of the business symbolized by the Trademark Rights, (ii) any renewals and extensions of the Trademark Rights, and all other corresponding rights that are or may be secured under the laws of the United States or any other country, now or hereafter in effect, and (iii) all rights to sue for infringement of any Trademark Rights, whether arising prior to or subsequent to the date of this Assignment, and to retain any damages collected thereby.

**2. Further Assurances.** ENGIE Insight shall execute any and all applications, assignments, declarations, affidavits, powers of attorney, and any other papers in connection therewith reasonably necessary to perfect Buyer’s right, benefit, title, and interest in the Trademark Rights.

**3. No Modification of the Asset Purchase Agreement.** Nothing in this Assignment shall be construed to enlarge, restrict, or otherwise modify the terms of the Asset Purchase Agreement. In the event of any conflict or ambiguity between the provisions of this Assignment and the Asset Purchase Agreement, the provisions in the Asset Purchase Agreement shall control.

**4. Enforceability.** This Assignment is being executed by ENGIE Insight and shall be binding upon it and its respective successors and assigns, for the uses and purposes set forth above, and shall be effective as of the date hereof.

**5. Choice of Law.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Delaware, without regard to its conflicts or choice-of-law provisions.

**6. Counterparts.** This Agreement may be executed by facsimile signature and in two or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, ENGIE Insight and Buyer have each caused this Assignment to be executed by its duly authorized corporate officer effective as of the date first written above.

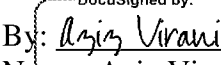
**ENGIE INSIGHT:**

ENGIE INSIGHT SERVICES INC.

DocuSigned by:  
By:  \_\_\_\_\_   
Name: Mathias Lelievre  
Title: President & CEO

**BUYER:**

CLEARRESULT CONSULTING INC.

DocuSigned by:  
By:  \_\_\_\_\_  
Name: Aziz Virani  
Title: Chief Executive Officer

**APPENDIX A**

**TRADEMARK RIGHTS**

<b>Country</b>	<b>Name</b>	<b>Registration Date</b>	<b>Registration No.</b>
U.S.	PLUG LOAD SOLUTIONS	10/16/2012	4,228,056
U.S.	PLUG LOAD SOLUTIONS and Design	3/12/2013	4,300,033
U.S.	80 PLUS	3/7/2006	3,065,198
U.S.	80 PLUS and design	3/7/2006	3,065,199
Canada	80 PLUS	6/23/2008	TMA717277
Canada	80 PLUS and Design	6/23/2008	TMA717,278