

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM498585

<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>
William Charles, Ltd.		11/02/2018	Corporation: ILLINOIS
William Charles Risk Management, LLC		11/02/2018	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IEA Energy Services LLC		
<b>Street Address:</b>	6325 Digital Way		
<b>Internal Address:</b>	Suite 460		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46278		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87857407	WILLIAM CHARLES	
<b>Registration Number:</b>	3616595	WORK SAFE	
<b>Serial Number:</b>	87857444	WC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4154391500		
<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>	maria.banda@kirkland.com		
<b>Correspondent Name:</b>	Maria Banda		
<b>Address Line 1:</b>	Kirkland & Ellis, LLP		
<b>Address Line 2:</b>	555 California Street, Suite 2700		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94104		
<b>ATTORNEY DOCKET NUMBER:</b>	43299-7		
<b>NAME OF SUBMITTER:</b>	Maria Banda		
<b>SIGNATURE:</b>	/Maria Banda/		
<b>DATE SIGNED:</b>	11/16/2018		

CH \$90.00 87857407

**Total Attachments: 11**

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**INTELLECTUAL PROPERTY ASSIGNMENT**

**THIS INTELLECTUAL PROPERTY ASSIGNMENT** (this “Assignment”) is made and entered into as of November 2, 2018 (“Effective Date”) by and between William Charles, Ltd., an Illinois corporation, with its principal office at 833 Featherstone Road, Rockford, IL 61107, and William Charles Risk Management, LLC, an Illinois limited liability company, with its principal office at 1401 N. Second Street, Rockford, IL 61107 (William Charles, Ltd. and William Charles Risk Management, LLC, each, an “Assignor” and collectively, “Assignors”) and IEA Energy Services LLC, a Delaware limited liability company, with its principal office at 6325 Digital Way, Suite 460, Indianapolis, IN 46278 (“Assignee”).

**WHEREAS**, William Charles, Ltd. and Assignee are parties to that certain Equity Purchase Agreement dated as of October 12, 2018 (the “Purchase Agreement”), pursuant to which William Charles, Ltd. and the other Sellers party thereto have agreed to sell, transfer and assign to Assignee, and Assignee has agreed to purchase from Sellers, all of the Equity Interests (as defined therein) in the Acquired Companies (as defined therein), as more fully described therein;

**WHEREAS**, William Charles, Ltd. and Assignee are parties to that certain Transition Services Agreement dated as of November 2, 2018 (the “Transition Services Agreement”); and

**WHEREAS**, as a condition to consummating the transactions contemplated by the Purchase Agreement, Assignors and Assignee have agreed to enter into this Assignment, pursuant to which each Assignor agrees to sell, assign and transfer to Assignee, and Assignee agrees to acquire from Assignors, the Assigned Marks and Assigned IP (defined below).

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

1. **Defined Terms**. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.
  - (a) The term “Assigned IP” means the web pages, text, script, content, data and information (i) located at any website using any domain name included in the Assigned Marks as of the Closing Date and primarily related to the businesses of the Acquired Company Entities, or (ii) located at any website using any domain name included in the Assigned Marks following the term of the Transition Services Agreement or any IT disentanglement plan agreed to by William Charles, Ltd. and Assignee pursuant to the terms of the “IT-Related Services Exhibit” in the Transition Services Agreement, together with all copyright and other intellectual property and proprietary rights in and to any of the foregoing.
  - (b) The term “Assigned Marks” means (i) the trademark and service mark and trade name “William Charles,” including, without limitation, the United States trademark applications and registrations set forth on Schedule A, (ii) the “WC” logo as identified on Schedule B, (iii) the trademark and service mark and trade name “WORKSAFE,” including, without limitation, the trademark applications

and registrations set forth on Schedule A, (iv) the domain names set forth on Schedule C and (v) any derivations, variations, modifications, transliterations and translations of any of the foregoing items set forth in clauses (i) through (iv), and any Marks the same as or confusingly similar to any of the foregoing items set forth in clauses (i) through (iv) and this clause (v), together with any Marks comprising, consisting of, containing or including any such items (collectively, “Derivatives”), to the extent that each Assignor has any rights, title or interest in or to such Derivatives; in each case, together with all goodwill associated with each of the foregoing.

- (c) The term “Marks” means all (i) trademarks, service marks, trade dress, trade names, corporate names, logos, slogans, rights to social media accounts, and other indicia of source or origin, and domain names, together with all goodwill associated with each of the foregoing, and (ii) registrations or applications for any of the foregoing.

- 2. **Assignment.** Each Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, and shall cause its Affiliates (as defined in the Purchase Agreement) to sell, convey, assign, transfer and deliver to Assignee, the entire right, title and interest in and to the Assigned Marks and the Assigned IP, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by each Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use or violation of the Assigned Marks or the Assigned IP, with the right to sue for, and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Each Assignor hereby requests the Commissioner of Patents and Trademarks and the Register of Copyrights of the United States, and the corresponding entities or agencies in any applicable foreign countries, as applicable, to record Assignee as the assignee and owner of the Assigned Marks and Assigned IP.

- 3. **Other Provisions.**

- (a) Each Assignor represents and warrants that: (i) it is the sole and exclusive owners of the Assigned Marks set forth on Schedules A through C and of the Assigned IP (including, without limitation, the corresponding rights set forth in the above), free and clear of any liens, security interests, licenses, options or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign and transfer to Assignee the Assigned Marks and the Assigned IP and the rights assigned and transferred herein; and (iii) neither Assignor nor any

of their Affiliates has executed, or will execute, any agreement or other instrument in conflict herewith.

- (b) Each Assignor shall, and shall cause its Affiliates to, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (i) the preparation, prosecution and maintenance of any application or registration relating to any of the rights assigned herein; (ii) the prosecution or defense of any interference, opposition, infringement, dilution or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Assigned Marks and Assigned IP and this Assignment; (iii) obtaining any additional trademark, service mark and copyright protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (iv) recordation, implementation and perfection of this Assignment in all applicable jurisdictions throughout the world.
- (c) Subject to the terms of the Transition Services Agreement and any IT transition plan agreed to by the parties pursuant to the terms of the "IT-Related Services Exhibit" of the Transition Services Agreement, Assignor shall, and shall cause its Affiliates to, effect such assignment and transfer of the domain names included in the Assigned Marks (the "Assigned Domain Names") in accordance with the domain name transfer procedures of the applicable registrars for the Assigned Domain Names, including, without limitation, (i) contacting such registrars to transfer the Assigned Domain Names and to reflect Assignee as the registrant of the Assigned Domain Names, and (ii) executing applicable domain name registrar transfer agreements or documents, assignments, lawful oaths and any other papers which Assignee may deem necessary. If, due to applicable registrar rules or regulations, an Assigned Domain Name cannot be transferred, each Assignor and Assignee agree to discuss a reasonable resolution. Until such reasonable resolution is reached, each Assignor shall, and shall cause its Affiliates to, maintain such Assigned Domain Name in full force and effect. Each of Assignors and their Affiliates does hereby instruct, authorize, and direct any and all registrars thereof to transfer each Assigned Domain Name to an account as directed by Assignee. Each Assignor shall, and shall cause its Affiliates to, cooperate with Assignee, provide all information requested by Assignee, and follow Assignee's instructions in order to effect the transfer of each Assigned Domain Name in a timely manner, and each of Assignors and its Affiliates hereby expressly permit and authorize Assignee to provide a copy of this Assignment to any such registrar as necessary to accomplish such transfer.

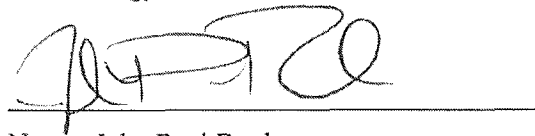
4. **Miscellaneous Provisions.**

- (a) Severability. If any provision, clause or part of this Assignment, or the application thereof under certain circumstances, is held invalid, illegal or unenforceable by any court of competent jurisdiction, the remainder of this Assignment, or the application of such provision, clause or part under other circumstances, shall not be affected thereby and shall remain in full force and effect. Any such invalid provision shall be modified to give it maximum effect consistent with the intent of the stricken provision so as to allow its enforceability under applicable law.
- (b) Entire Agreement. This Assignment, the Purchase Agreement, and the Transition Services Agreement constitute the entire agreement among the parties to this Assignment and supersede any prior and contemporaneous understandings, agreements or representations by or among the parties hereto, written or oral, that may have related in any way to the subject matter hereof.
- (c) Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware, including its statutes of limitations.
- (d) Waiver of Jury Trial. THE PARTIES HERETO HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES HERETO AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY AND THAT ANY ACTION OR PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS ASSIGNMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.
- (e) Jurisdiction and Venue. Each party hereto consents to the jurisdiction and venue of the United States District Court for the District of Delaware, or the Court of Chancery of the State of Delaware, as applicable, for any Action (as defined in the Purchase Agreement) arising from or in connection with the interpretation or enforcement of this Assignment. The parties hereto irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

- (f) Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Assignment and any amendments hereto, to the extent signed and delivered by means of digital imaging and electronic mail or a facsimile machine, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.
- (g) Purchase Agreement. Nothing contained herein is intended to modify, limit or otherwise affect the representations, warranties, covenants, agreements and indemnifications contained in the Purchase Agreement and the Transition Services Agreement, respectively, and such representations, warranties, covenants, agreements and indemnifications shall remain in full force and effect in accordance with the terms of the Purchase Agreement and Transition Services Agreement, respectively.

[Signature Page Follows.]

**IEA Energy Services LLC**

A handwritten signature in black ink, appearing to read 'JP Roehm', is written over a solid horizontal line.

Name: John Paul Roehm

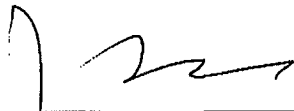
Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

**TRADEMARK**  
**REEL: 006483 FRAME: 0406**



**William Charles Risk Management, LLC**



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Name: John Holmstrom

Title: Vice President

[Signature Page to Intellectual Property Assignment Agreement]

**TRADEMARK**  
**REEL: 006483 FRAME: 0407**

**William Charles, Ltd.**



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Name: John Holmstrom

Title: Vice President

[Signature Page to Intellectual Property Assignment Agreement]

**TRADEMARK**  
**REEL: 006483 FRAME: 0408**

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Registration or Serial No.</b>	<b>Registration or Filing Date</b>	<b>Status</b>	<b>Mark</b>	<b>Assignor</b>
87857407	March 30, 2018	Pending Application	WILLIAM CHARLES (word mark)	William Charles, Ltd.
3616595	May 5, 2009	Registered	WORKSAFE (word mark)	William Charles Risk Management LLC
87857444	March 30, 2018	Pending	WC (design mark)	William Charles Ltd.

**SCHEDULE B**

**WC LOGO**



**SCHEDULE C**  
**DOMAIN NAMES**

<u>Domain Name</u>	<u>Registrar</u>	<u>Website Site</u>	<u>Website Provider</u>
eci-il.com	Rockriver Internet		
forestcitylogistics.com	Rockriver Internet		
ragnarbenenson.com	Network Solutions	x	Webby
rbic.com	Network Solutions	x	Webby
rochelle-energycenter.com	Rockriver Internet		
rockfordblacktop.com	Rockriver Internet		
rockfordelectricpower.com	Rockriver Internet		
rockfordsandandgravel.com	Rockriver Internet		
williamcharles.com	Rockriver Internet	x	Webby
williamcharlesconstruction.com	Rockriver Internet	x	Webby
williamcharleselectric.com	Rockriver Internet		
williamcharlesenergy.com	Rockriver Internet		
williamcharlesrealestate.com	Rockriver Internet		WIX
williamcharlesweest.com	Rockriver Internet		
structors.com	Network Solutions		
rockyglenohv.com	Rockriver Internet		