

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508095

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VEH LLC		10/09/2018	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	US RETAILERS LLC		
Street Address:	910 Louisiana Street		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87507311	PE POWER EXPRESS	
Serial Number:	88097702	VOLTERRA ENERGY	
Registration Number:	4978712	VOLTERRA ENERGY	
Registration Number:	5198204	DISCOUNT POWER	
Registration Number:	5516974	POWER EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	5125364598		
<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:	5124745201		
Email:	aoipdocket@nortonrosefulbright.com		
Correspondent Name:	Alicia Morris Groos		
Address Line 1:	98 San Jacinto Boulevard, Suite 1100		
Address Line 4:	Austin, TEXAS 78701		
NAME OF SUBMITTER:	Katherine Klammer Madianos		
SIGNATURE:	/Katherine K. Madianos/		
DATE SIGNED:	01/31/2019		
Total Attachments: 3			
source=VEH - US Retailer Trademark Assignment Agreement#page1.tif			

OP \$140.00 87507311

source=VEH - US Retailier Trademark Assignment Agreement#page2.tif

source=VEH - US Retailier Trademark Assignment Agreement#page3.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), effective as of October 9, 2018, is made by VEH LLC, a Texas limited liability company ("**Seller**") in favor of US RETAILERS LLC, a Delaware limited liability company ("**Buyer**"), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer, Seller, and GREEN MOUNTAIN ENERGY COMPANY, a Delaware corporation, dated as of October 9, 2018 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark;

NOW THEREFORE, Seller agrees as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Seller 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.** Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. **Terms of the Asset Purchase Agreement.** The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further

statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Governing Law. This Trademark Assignment 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 Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

VEH LLC, a Texas limited liability company

By:  _____

Name: C. Gibson

Title: Vice President

**SCHEDULE 1
ASSIGNED TRADEMARKS**

Trademark Registrations

Mark	Jurisdiction	Registration Number
Volterra Energy	U.S.	4978712
Discount Power and Design	U.S.	5198204
Power Express	U.S.	5516974

Trademark Applications

Mark	Jurisdiction	Application Serial Number	Filing Date
PE Power Express and Design	U.S.	87507311	June 27, 2017
Volterra Energy and Design	U.S.	88097702	August 29, 2018