

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524268

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Direct Energy US Home Services, Inc.		04/29/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	RSG Holding Corp.		
Street Address:	12 Greenway Plaza, Suite 250		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77046		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2896831	RSG RESIDENTIAL SERVICES GROUP, INC.	
Registration Number:	2896829	RSG RESIDENTIAL SERVICES GROUP, INC.	
CORRESPONDENCE DATA			
Fax Number:			
<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:	256-349-5436		
Email:	docketing@ipwatch.com		
Correspondent Name:	Sean Collin		
Address Line 1:	468 1/2 North Court St.		
Address Line 4:	Florence, ALABAMA 35630		
NAME OF SUBMITTER:	Meredith R. Phillips		
SIGNATURE:	/Meredith R. Phillips/		
DATE SIGNED:	05/20/2019		
Total Attachments: 3			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Intellectual Property Assignment Agreement (“Agreement”) is made as of April 29, 2019 (the “**Effective Date**”), by and between Direct Energy US Home Services, Inc. (“**Assignor**”) and RSG Holding Corp. (“**Assignee**”) (collectively, the “**Parties**”). This Agreement shall be effective as of the Effective Date.

RECITALS

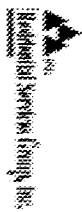
NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Assignor does hereby irrevocably sell, assign, transfer and deliver unto Assignee and its successors, assigns, and legal representatives all of Assignor’s right, title, and interest, and goodwill to the trademarks listed in Appendix A to this Agreement and, in each case, all legal rights (including all intellectual property rights) associated therewith, anywhere in the world including, without limitation, all translations, adaptations, derivations, and combinations thereof, the right to file for subsequent registrations, record assignments, prosecute applications, create derivative works, and seek any applicable damages or make any applicable claims relating to the past, present, or future infringement or dilution thereof or unfair competition involving the same. This Agreement shall serve as an automatic assignment to Assignee of all intellectual property identified in Appendix A.

Assignor, its successors, assigns, and other legal representatives agree to execute any and all papers, including applications for trademark or service mark registrations of any and all kind and in any and all countries and to perform any and all acts which Assignee, its successors, assigns, or other legal representatives may deem necessary and reasonably requested to secure thereto the rights assigned herein.

The Parties hereby agree that a copy of this Agreement may be filed with the United States Patent and Trademark Office and any other equivalent foreign intellectual property office.

Signatures on following page

Appendix A
Trademarks

Trademark	Country	Filing Date	Application Number	Registration Date	Registration Number	Owner	Class
RSG RESIDENTIAL SERVICES GROUP, INC.	US	7/23/2003	76531719	10/26/2004	2896831	DIRECT ENERGY US HOME SERVICES, INC.	IC 037. US 100 103 106. G & S: Installation, maintenance, replacement and repair of HVAC, plumbing, [gas fireplace, and fire sprinkler] equipment and systems
RSG RESIDENTIAL SERVICES GROUP, INC. (and Design) 	US	7/23/2003	76531640	10/26/2004	2896829	DIRECT ENERGY US HOME SERVICES, INC.	IC 037. US 100 103 106. G & S: Installation, maintenance, replacement and repair of HVAC, plumbing, [gas fireplace, and fire sprinkler] equipment and systems