

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524437

| | | | |
|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Energy Sales, LLC | | 05/16/2019 | Limited Liability Company: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | Flo-Rite Energy Sales, LLC | | |
| Street Address: | 2867 Vail Avenue | | |
| City: | Commerce | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90040 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4487710 | ENERGY SALES | |
| Registration Number: | 4366802 | ENERGY SALES | |
| 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: | 800-494-5225 | | |
| Email: | ipteam@cogencyglobal.com | | |
| Correspondent Name: | Stewart Walsh | | |
| Address Line 1: | 1025 Vermont Ave NW, Ste 1130 | | |
| Address Line 2: | COGENCY GLOBAL Inc. | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | 1085909 TM | | |
| NAME OF SUBMITTER: | Theresa Volano | | |
| SIGNATURE: | /Theresa Volano/ | | |
| DATE SIGNED: | 05/21/2019 | | |
| Total Attachments: 4 | | | |
| source=#92064460v1 - (Project Connect - Energy Sales, LLC Trademark Assignment Filing)#page2.tif | | | |
| source=#92064460v1 - (Project Connect - Energy Sales, LLC Trademark Assignment Filing)#page3.tif | | | |

OP \$65.00 4487710

source=#92064460v1 - (Project Connect - Energy Sales, LLC Trademark Assignment Filing)#page4.tif
source=#92064460v1 - (Project Connect - Energy Sales, LLC Trademark Assignment Filing)#page5.tif

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** ("**Assignment**"), effective as of MAY 16, 2019 ("**Effective Date**"), among Energy Sales, LLC, a Texas limited liability company (the "**Assignor**") and Flo-Rite Energy Sales, LLC, a Delaware limited liability company (the "**Assignee**").

WHEREAS, Assignor and Assignee have consummated the purchase by Assignee of the Purchased Assets pursuant to the terms and conditions of the Asset Purchase Agreement, dated as of August 16, 2018, by and among Assignor, Assignee, Flo-Rite Products Company, LLC, a Washington limited liability company, Tailwind Smith Cooper Holding Corporation, a Delaware corporation, James E. Roark, an individual, and James K. Shelton, an individual (the "**Purchase Agreement**"; terms defined in the Purchase Agreement and not otherwise defined herein being used herein as therein defined);

WHEREAS, the Purchased Assets include the trademark registrations set forth on Exhibit A hereto (the "**Assigned Trademarks**"), and Assignor and Assignee wish to execute this document to confirm the assignment and sale of the Assigned Trademarks to the Assignee.

NOW, THEREFORE, in consideration of the sale of the Purchased Assets and in accordance with the terms of the Purchase Agreement, Assignor and Assignee agree as follows:

1. Assignor hereby irrevocably sells, assigns, conveys, delivers and transfers to Assignee all right, title and interest in, to and under (i) the Assigned Trademarks, together with all goodwill associated therewith, in each case to be held and enjoyed by Assignee for its own use and enjoyment as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, (ii) all rights to sue, claim and recover for past, present and future infringement, misappropriation, dilution or other violation of any Assigned Trademarks, and (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing.
2. Assignor hereby authorizes and requests the officials of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record and register Assignee as assignee and owner of all right, title and interest in, to and under the Assigned Trademarks.
3. This assignment is made by Assignor and accepted by Assignee subject to the terms, provisions and conditions of the Purchase Agreement, the terms of which shall survive the delivery of this Assignment. If any provision of this Assignment is construed to conflict with any provision of the Purchase Agreement, the provisions of the Purchase Agreement shall be deemed controlling to the extent of such conflict.
4. This Assignment shall be governed by and construed in accordance with the law of the State of Delaware, without regard to the conflicts of law rules of such state.
5. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

AS ASSIGNOR:

ENERGY SALES, LLC

By: _____

Name: _____

Title: _____

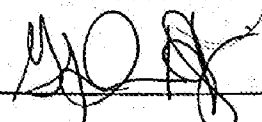
James S. [Signature]
James E. RATH
Managing Member

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

AS ASSIGNEE:

FLO-RITE ENERGY SALES, LLC

By:  _____

Name: G. JASON
Title: CEO

Exhibit A

1. U.S. Trademark Registration No. 4487710
2. U.S. Trademark Registration No. 4366802