

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707163

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900674009		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Comcast Corporation		10/18/2021	Corporation: PENNSYLVANIA
Comcast Cable Communications Management, LLC		10/18/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Crius Energy, LLC		
Street Address:	6555 Sierra Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90014514	ENERGY REWARDS	
Serial Number:	90002477	ENERGY REWARDS	
CORRESPONDENCE DATA			
Fax Number:	8044206507		
<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:	8044206338		
Email:	ip@williamsmullen.com		
Correspondent Name:	Edward T. White, Williams Mullen		
Address Line 1:	200 South 10th Street, Suite 1600		
Address Line 2:	Williams Mullen Center		
Address Line 4:	Richmond, VIRGINIA 23219		
ATTORNEY DOCKET NUMBER:	081850.0036		
NAME OF SUBMITTER:	Edward T. White		
SIGNATURE:	/Edward T. White/		
DATE SIGNED:	02/08/2022		

Total Attachments: 19

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SERVICE MARK ASSIGNMENT AND WIND DOWN AGREEMENT

This Service Mark Assignment and Wind Down Agreement (“**Agreement**”) is effective as of October 18, 2021 (the “**Effective Date**”) and is entered into by and between, on the one hand, Comcast Corporation, a Pennsylvania corporation having an address of One Comcast Center, 1701 John F. Kennedy Blvd, Philadelphia, PA 19103 (“**Comcast Corp.**”), and Comcast Cable Communications Management, LLC, a Delaware limited liability company, having an address of One Comcast Center, 1701 John F. Kennedy Blvd, Philadelphia, PA 19103 (“**CCCM**” and, together with Comcast Corp., “**Comcast**”), and, on the other hand, Crius Energy, LLC, a Delaware limited liability company, having an address of 6555 Sierra Drive, Irving, TX 75039 (“**Crius**”). Comcast Corp., CCCM, and Crius are each referred to herein as a “**Party**” and, collectively, as the “**Parties**”.

Recitals

WHEREAS, Crius and CCCM, entered into a December 30, 2014 Agreement (such agreement, as amended pursuant to that certain First Amendment to the Agreement between Crius Energy, LLC and Comcast Cable Communications Management, LLC dated February 22, 2017, is referred to herein as the “**2014 Agreement**”) pursuant to which Crius and CCCM launched a private label offering for electricity and natural gas services, which offering was sold and supplied by certain of Crius’s licensed Affiliates (defined below), and which was promoted and marketed by CCCM (the “**Private Label Program**”);

WHEREAS, Crius and CCCM also entered into a February 22, 2017 Reseller Agreement (the “**2017 Agreement**”) pursuant to which CCCM granted to Crius a license to resell CCCM’s EcoSaver Services (as defined in such agreement) as a standalone service to Crius’s customers, or bundled together with IEP Energy Services to Franchisee Energy Services Customers (as such terms are defined in the 2017 Agreement) (the “**Resale Program**”);

WHEREAS, pursuant to the 2014 Agreement and the 2017 Agreement, Crius, inter alia, received a limited license to use the service marks identified on Exhibit A attached hereto (the service marks and associated applications therefore identified in Exhibit A, and all associated goodwill of the business symbolized thereby, the “**ENERGY REWARDS Marks**”);

WHEREAS, Comcast wishes to wind down its participation in the Private Label Program and Resale Program and, correspondingly, the Parties wish to terminate the 2014 Agreement and the 2017 Agreement, subject to the terms and conditions of this Agreement;

WHEREAS, Crius wishes to continue to use the ENERGY REWARDS Marks following the termination of the 2014 Agreement and 2017 Agreement and, accordingly, wishes to receive from Comcast an assignment of all of Comcast’s right, title, and interest in and to the ENERGY REWARDS Marks pursuant to the terms and conditions of this Assignment; and

WHEREAS, Comcast desires to convey, assign, and deliver to Crius all of Comcast’s right, title, and interest (if any) in and to the ENERGY REWARDS Marks, while retaining the right to use the ENERGY REWARDS Marks to engage in the Wind Down Activities (as defined herein), in each case subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Definitions and Interpretation.

1.1. Recitals. The recitals and preamble to this Agreement are hereby incorporated by reference.

1.2. Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings attributed to them in the Prior Agreements. The following terms shall have the following meanings:

1.2.1. “**Affiliate(s)**” means, with respect to any legally recognizable entity, any other entity that, now or hereafter, directly or indirectly Controls, is Controlled by or is under common Control with such specified entity. “**Control**” (including, with correlative meanings, the terms “**Controlling**”, “**Controlled by**” and “**under common Control with**”) means, as to any entity, the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise.

1.2.2. “**Comcast Affiliate(s)**” means only those Affiliates that are directly or indirectly Controlled by Comcast Cable Communications, LLC.

1.2.3. “**Law(s)**” means international, federal, state or local act, statute, law, ordinance rule, regulation, judicial or administrative order or requirement.

1.2.4. “**Prior Agreements**” means, collectively, the 2014 Agreement and the 2017 Agreement, together with all amendments thereto.

1.2.5. “**Purchase Price**” means \$300,000.00.

1.2.6. “**Surviving Provisions**” means, with respect to the 2014 Agreement, Section 1 (Definitions), as applicable; Section 7.2 (Audits and Records); Section 8.4 (Intellectual Property), first paragraph only; Section 9 (Use of Data), excluding the first sentence of Section 9.1; Section 10 (Representations and Warranties; Disclaimers), excluding Section 10.4; Section 11 (Indemnifications); Section 12 (Limitation of Liability); Section 14 (Confidentiality and Security) and Exhibit F (Information Security Requirements); Section 15 (Miscellaneous) and Exhibit E (Insurance Requirements), excluding Section 15.2 (Force Majeure) and Section 15.11 (Survival) and, with respect to the 2017 Agreement, Section 1 (Definitions), as applicable; Section 2.2, second sentence only; Section 2.5 (Ownership); Section 3.3 (Audit); Section 5.6, second and third sentences; Section 5.8; Section 7 (Representations and Warranties); Section 8 (Indemnification); Section 9 (Limitation of Liability); Section 10 (Confidentiality; Customer Data); and Section 12 (Miscellaneous) and Exhibit 3 (Insurance Requirements), excluding Section 12.2 (Force Majeure) and Section 12.11 (Survival).

1.2.7. “**Wind Down Activities**” means Comcast’s and the Comcast Affiliates’ reasonable activities performed in connection with the winding down of Comcast’s or the

Comcast Affiliates' duties or obligations under the Prior Agreements (including any participation in the Private Label Program and/or the Resale Program) during the Wind Down Period, including, without limitation, (a) the creation, display, performance, and/or distribution of materials (in any media, print, electronic or otherwise) notifying affected individuals or entities of Comcast's or the Comcast Affiliates' cessation of such activities or programs; (b) the receiving and answering of any consumer or business inquiries concerning the activities contemplated by this Section 1.2.7; (c) the provision of continued support to Comcast's or the Comcast Affiliates' existing customers of the Private Label Program and/or the Resale Program to the same extent provided by Comcast or the Comcast Affiliates as of the Effective Date; and (d) the compliance with any applicable Laws, as well as any contractual obligations owed to third parties.

1.2.8. "**Wind Down Period**" means twelve (12) months from the Effective Date.

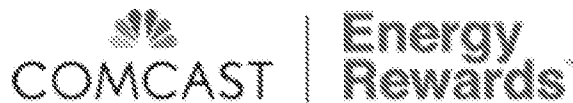
2. Assignment. To the fullest extent permitted per applicable Law, subject to the terms and conditions of this Agreement, Comcast hereby sells, assigns, and transfers to Crius, its successors and assigns, and Crius hereby accepts, all of Comcast's right, title, and interests, if any, in and to the ENERGY REWARDS Marks (including the goodwill of the business symbolized by the ENERGY REWARDS Marks being assigned), together with all causes of action for any and all past infringements of the rights being assigned and the right to retain the proceeds therefrom.

2.1. Exclusion from Assignment. Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge and agree that the ENERGY REWARDS Marks do not include or comprise, and Comcast and/or its Affiliates do not assign and expressly retain all rights, title, and interests in and to, any and all trademarks, service marks, trade names, trade dress, logos, designs, and/or other source identifiers ("**Marks**") otherwise owned or used by Comcast or its Affiliates including, without limitation, any Marks comprising, in whole or in part, on a composite basis or otherwise, the terms NBC, COMCAST, UNIVERSAL, ECOSAVER, XFINITY, PEACOCK, and/or SKY, and/or the following logo, namely



(in any font, style, or colorization), and all goodwill associated with any of the foregoing or symbolized thereby (collectively, the "**COMCAST Marks**") including, without limitation, the following Marks and all goodwill of the business symbolized thereby or associated therewith (the following Marks being referred to herein as the "**Composite Marks**"):

COMCAST ENERGY REWARDS (in any font, style, or colorization)
XFINITY ENERGY REWARDS (in any font, style, or colorization)



(in any color variation)

2.2. Further Assurances. Comcast will reasonably cooperate, at Crius's cost and expense, to file with the U.S. Patent and Trademark Office the Trademark Assignment in Exhibit B, which reflects the assignment of the applications identified on Exhibit A. Comcast will also reasonably cooperate, at Crius's cost and expense, with the prosecution of all pending trademark applications for the ENERGY REWARDS Marks, including U.S. Trademark Appl. Nos. 90/002,477 and U.S. Trademark Appl. No. 90/014,514, and any opposition or cancellation proceedings related to those applications that involve Comcast's ownership of the ENERGY REWARDS Marks. Notwithstanding the foregoing, in no event shall Comcast be required to perform any action that could, in Comcast's sole discretion, result in or be expected to result in the waiver or loss of protection, in whole or in part, of or under any privilege afforded Comcast under the attorney-client privilege, work product doctrine, or any other law, rule, or regulation.

2.3. The Parties acknowledges that, from the Effective Date forward, subject to the terms and conditions herein, Crius has succeeded to any and all of Comcast's right, title, and standing to: (i) receive all rights and benefits pertaining to the ENERGY REWARDS Marks; (ii) institute and prosecute all suits and proceedings and take all actions that Crius, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to the ENERGY REWARDS Marks; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as Crius, in its sole discretion, deems advisable.

Notwithstanding anything to the contrary in the Agreement or the Prior Agreements, Crius understands and agrees that on and after the Effective Date, Crius shall be solely responsible for all costs, fees, and other expenses (including, without limitation, all attorney's fees, court costs and related costs) incurred in exercising Crius's rights under this Section 2.3 including, without limitation, any and all such costs, fees, and expenses incurred to continue the prosecution and/or defense of U.S. Trademark Opposition No. 91269446 and any and all related claims or counterclaims. For the avoidance of doubt, on and after the Effective Date, Comcast shall have no obligation to continue to prosecute the '446 Opposition.

3. Termination of Prior Agreements; Wind Down Activities.

3.1. Termination of Prior Agreements. Without any liability on any Party, the Parties hereby terminate, in their entireties, the Prior Agreements and all provisions contained therein including, without limitation, any provisions which by their terms or nature were to survive termination or expiration of either of the Prior Agreements; provided, however, that the Surviving Provisions shall remain in full force and effect for the shorter of (a) the time period the corresponding Surviving Provision was to survive termination or expiration pursuant to the applicable Prior Agreement; or (b) the longest amount of time permitted per applicable Law. As of the Effective Date, no Party shall have any continuing duty, obligation, or right under the Prior Agreements other than the rights, duties, and obligations applicable to such Party under the Surviving Provisions. Notwithstanding the generality of the foregoing, the Parties understand and agree that as of the Effective Date, the ENERGY REWARDS Marks shall no longer be deemed Comcast Brand Features

under the Prior Agreements; rather, as of the Effective Date they shall constitute Brand Features of Crius.

3.2. Wind Down Activities.

3.2.1. Of Comcast. During the Wind Down Period, Comcast and the Comcast Affiliates may, in their sole discretion and without any obligation, perform the Wind Down Activities and/or may subcontract others to perform the Wind Down Activities on its or their behalf. During the Wind Down Period, Crius shall, at Comcast's or the Comcast Affiliates' reasonable request, provide reasonable assistance to Comcast or the Comcast Affiliates as reasonably necessary to assist Comcast or the Comcast Affiliates in performing the Wind Down Activities.

3.2.2. Of Crius. During the Wind Down Period, subject to the terms and conditions in this Agreement and the Surviving Provisions under the Prior Agreements, Crius shall, or shall cause its subcontractors to, and during the Phase-Out Period Crius may in its discretion, continue to service existing customers serviced by Crius under or in connection with the Prior Agreements (including, without limitation, existing customers of the Resale Program and/or the Private Label Program) in substantially the same manner as serviced by or on behalf of Crius immediately prior to the Effective Date and in a manner compliant with all applicable Laws. In addition, before the termination of the Wind Down Period, and during the Phase-Out Period, Crius shall conspicuously post a notice, pre-approved by Comcast in writing, on any website hosted at a domain name that includes one or more of the COMCAST Marks including, without limitation, the website at www.comcastenergyrewards.com, which notifies affected individuals or entities of Comcast's or the Comcast's Affiliates' cessation of the Private Label Program and Resale Program. Crius and its subcontractors shall maintain all appropriate licenses necessary to continue to service such customers during the Wind Down Period and shall continue to provide such services in accordance with any service levels previously agreed between Crius and Comcast. Crius shall not enroll any new customers in any product or service during the Wind Down Period if such product or service is associated, in whole or in part, with any COMCAST Marks (including any Composite Mark). Notwithstanding the foregoing or anything else to the contrary in this Agreement, as of the Effective Date and thereafter, Crius shall refrain from selling or reselling the EcoSaver Service and/or Energy Services or Other Services under the Comcast Private Label.

3.3. Phase-Out.

3.3.1. By Comcast. Except as expressly set forth herein, within ninety (90) days of the termination of the Wind Down Period (the "**Phase-Out Period**"), Comcast agrees to use commercially reasonable efforts to, and to cause the Comcast Affiliates to: (a) remove, erase, delete, or otherwise take down any public-facing advertising materials bearing the ENERGY REWARDS Marks in Comcast's or the Comcast Affiliates' possession, custody, or control; and (b) cease all public-facing use of the Composite Marks by Comcast or the Comcast Affiliates (collectively, the "**Retained Content**").

Notwithstanding anything to the contrary in this Agreement, Comcast shall not be deemed or held to be in breach of this Agreement, and Crius (on behalf of itself, its Affiliates and its licensees) covenants not to sue Comcast and/or its Affiliates and/or its or their employees, officers, directors, contractors, representatives, and/or licensees, (a) in the event there is any residual use of Retained Content following the Phase-Out Period by such persons or entities (provided such residual use is not in bad faith); or (b) for any use of Retained Content outside of Comcast's or its Affiliates' possession, custody, or control.

3.3.2. By Crius. By no later than the end of the Phase-Out Period, Crius agrees to, and to cause its employees, officers, directors, representatives, agents, sublicensees, subcontractors, and authorized third parties to, cease any and all use of, and delete, destroy, and erase any and all materials (in any media, print, electronic, or otherwise) bearing, in whole or in part, any COMCAST Marks (including, without limitation, the Composite Marks) including, without limitation, the website at www.comcastenergyrewards.com. The foregoing obligation applies to (and requires the cessation of any use of) any domain names comprising, in whole or in part, the COMCAST Marks that are in Crius's or its sublicensees', subcontractors' or authorized third parties' possession, custody, or control (including, without limitation COMCASTENERGYREWARDS.COM).

3.4. Licenses.

3.4.1. To Comcast. Subject to the terms and conditions in this Agreement, Crius hereby grants to Comcast and the Comcast Affiliates a limited, non-exclusive, non-transferable (except to the Comcast Affiliates), non-sublicensable (except to the Comcast Affiliates and Comcast's and the Comcast Affiliates' service providers and subcontractors), royalty-free, worldwide right and license to use the ENERGY REWARDS Marks (a) as needed to perform the Wind Down Activities during the Wind Down Period and Phase-Out Periods; and (b) as needed to perform the Record Maintenance Activities for so long as needed to comply with applicable Law and/or any of Company's or the Comcast Affiliates' reasonable document retention policies.

3.4.2. To Crius. Subject to the terms and conditions in this Agreement, during the Wind Down Period and Phase-Out Period, Comcast hereby grants to Crius a limited, non-exclusive, non-transferable, non-sublicensable (except to Crius's permitted sublicensees in existence and lawfully using the COMCAST Marks as of the Effective Date), royalty-free right and license to use the COMCAST Marks (including the Composite Marks) that were lawfully in use by such persons or entities as of the Effective Date pursuant to the Prior Agreements solely in the identical manner as used by such persons or entities as of the Effective Date (and provided such use was compliant with the terms or conditions of the Prior Agreements as of the Effective Date) and solely as needed to perform its obligations in Section 3.2.2 of the Agreement.

3.5. Quality Control. In order to preserve the value of and goodwill associated with their respective Marks, the Parties hereto agree as follows:

- 3.5.1. Acknowledgement. Each Licensee acknowledges and is familiar with the high standards, quality, style, and image of Licensor, and such Licensee at all times shall conduct its business and use the Licensor's Licensed Mark(s) in a manner consistent with these standards, quality, style, and image. As used herein, "**Licensor**" means, with respect to the COMCAST Marks, Comcast, and with respect to the ENERGY REWARDS Marks, Crius. As used herein, "**Licensee**" means, with respect to the COMCAST Marks, Crius, and, with respect to the ENERGY REWARDS Marks, Comcast. "**Licensed Mark(s)**" means the Marks licensed by a Licensor under this Agreement.
- 3.5.2. Compliance with Laws. In exercising its rights under this Agreement, a Licensee shall comply with all applicable Laws. All use of the Licensor's Licensed Marks by a Licensee (or its permitted sublicensees) shall inure to the benefit of the applicable Licensor.
- 3.5.3. Submission of Materials for Approval. Prior to any public-facing use, display, or distribution of a Licensor's Licensed Mark (including any materials bearing a Licensor's Licensed Mark), a Licensee shall, at its own expense, supply a sample of such proposed Licensed Mark use to the appropriate Licensor for approval, which approval shall not be unreasonably withheld, conditioned, or delayed. If such Licensor rejects any such sample material, it shall give written notice of such rejection to such Licensee within ten (10) days of such Licensor's receipt of the sample. Licensee shall not distribute nor display any public-facing materials bearing a Licensor's Licensed Mark until such Licensor confirms in writing that it may do so. In the absence of a written notice of rejection, within ten (10) days of receipt of a sample, the sample will be deemed to have been approved by Licensor.
- 3.5.4. Objection. In the event a Licensor reasonably objects to a Licensee's use of such Licensor's Licensed Mark(s), the Licensee shall, and shall cause its permitted sublicensees to, promptly cease use of the Licensed Mark(s) in the objected-to manner.
- 3.5.5. No Challenge. A Licensee shall not challenge, contest, object to, or oppose, or assist any other person in challenging, contesting, objecting to, or opposing, the validity of a Licensor's Licensed Marks or the Licensor's ownership thereof.
- 3.5.6. Sublicenses. A Licensee may sublicense its right to use the Licensor's Licensed Marks hereunder to a third party; provided, (a) such third party is either an Affiliate of Licensee or a service provider of Licensee or its Affiliates who is performing services for or on behalf of the Licensee in connection with a Licensee's rights, duties, or obligations under this Agreement; (b) any such sublicense does not permit the sublicensee to use the Licensor's Licensed Marks in a manner not expressly covered by the pertinent license under this Agreement; (c) such sublicensee is bound by

quality control provisions at least as stringent as set forth in this Section; and (d) Licensee is liable for all acts and omissions of its sublicensees, including any non-compliance with any quality control provisions.

- 3.6. Maintenance of Records. Notwithstanding anything to the contrary under this Agreement, Comcast and its Affiliates may retain copies of any materials bearing the ENERGY REWARDS Marks and/or the Composite Marks (including, without limitation, any Retained Content) for its or their internal, non-commercial business purposes including, without limitation, archival purposes or as needed to comply with applicable law and/or Comcast's or its Affiliates' document retention policies (the "**Record Maintenance Activities**").
4. Payment. After execution of this Agreement, Comcast shall submit an invoice to Crius for the Purchase Price. Such invoices will include the PO number provided by Crius to Comcast, which Crius shall provide to Comcast within five (5) days of the Effective Date. Comcast's invoice will be payable within ninety (90) days of receipt by Crius of such invoice. All invoices shall be sent by Comcast to: AP.Invoicing@Vistracorp.com. Payment shall be made in US dollars. The Purchase Price, together with the other promises of Crius under this Agreement, shall be Crius's sole consideration in exchange for Comcast's assignment of the ENERGY REWARDS Marks as set forth in Section 2 and Comcast's agreement to terminate the Prior Agreements (including the applicable payment obligations thereunder) as set forth in Section 3.
5. Term and Termination.
- 5.1. Term. This Agreement shall commence as of the Effective Date and shall continue in effect until the termination of the Phase-Out Period, unless earlier terminated by its terms as set forth herein (the "**Term**").
- 5.2. Early Termination. A Licensor may terminate this Agreement immediately on written notice to the Licensee if Licensee (or its permitted sublicensees) breaches this Agreement and such breach is not cured within thirty (30) days of Licensee being notified of such breach.
- 5.3. Effect of Termination. Upon the termination or expiration of this Agreement for any reason, and subject to any express provisions in this Agreement or in the Surviving Provisions: (a) all rights and licenses granted pursuant to this Agreement and not intending to survive termination or expiration shall cease and be automatically revoked; (b) Licensee shall cease all use of any of Licensor's Licensed Marks; (c) the Licensor and Licensee will promptly take steps to cease representing to the public any affiliation between them in connection with the subject matter of this Agreement or the Prior Agreements; and (d) the Licensee shall, and shall cause its permitted sublicensees to, cease all use of, delete, or destroy any materials in such Licensee's or its permitted sublicensees' possession, custody, or control bearing the Licensor's Licensed Marks (excluding any materials the Licensee may be entitled to retain as set forth elsewhere in this Agreement).

5.4. Survival. Those provisions which by their terms or nature should survive termination or expiration of this Agreement shall so survive, namely, Sections 1, 2, 3.1, 3.3.1 (second sentence only), 3.4.1(b), 3.6, 5.3, 5.4, and 6-9.

6. Representations and Warranties; Disclaimer; Ownership.

6.1. Representations and Warranties. Each Party represents and warrants that it has the corporate or organizational right, power, and authority to enter into this Agreement and to fully perform all of its obligations, and that entering into this Agreement does not and will not violate any agreement or obligation existing between the Party and any third Party. Furthermore, Crius represents and warrants to Comcast that, as of the Effective Date, Crius is not selling or reselling any of the EcoSaver Service and/or Energy Services or Other Services under the Comcast Private Label and that all payments due or payable to Comcast under the Prior Agreements as of the Effective Date have been so paid.

6.2. DISCLAIMER OF WARRANTIES. TO THE FULLEST EXTENT PERMITTED PER APPLICABLE LAW, EXCEPT FOR THE LIMITED REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, COMCAST DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THE COMCAST MARKS AND THE ENERGY REWARDS MARKS INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT. COMCAST DOES NOT REPRESENT OR WARRANT THAT IT IS THE SOLE OR EXCLUSIVE OWNER OF ANY OR ALL OF THE ENERGY REWARDS MARKS OR THE COMCAST MARKS, THAT THE ENERGY REWARDS MARKS OR COMCAST MARKS ARE VALID OR ENFORCEABLE, OR THAT THE USE OF THE ENERGY REWARDS MARKS OR COMCAST MARKS BY CRIUS ON OR AFTER THE EFFECTIVE DATE WILL NOT INFRINGE UPON OR VIOLATE THE RIGHTS INCLUDING, WITHOUT LIMITATION, THE INTELLECTUAL PROPERTY RIGHTS, OF ANY PERSON OR ENTITY.

6.3. Comcast represents and warrants to Crius that Comcast Corporation is the record owner of the applications for the ENERGY REWARDS Marks identified in Exhibit A. To Comcast's knowledge, Comcast or its licensees have continuously used, or engaged in excusable non-use with respect to, one or more the ENERGY REWARDS Marks in the United States since at least as early as March 2014. To Comcast's knowledge, the ENERGY REWARDS Marks are not subject to any (a) valid, enforceable, and unreleased security interests, (b) obligation of Comcast to assign or exclusively license the ENERGY REWARDS Marks to any third party; or (c) litigation pursuant to which a third party has asserted that the ENERGY REWARDS Marks infringe the rights of such third party.

7. Indemnification.

- 7.1. Crius's Indemnification to Comcast. Crius shall indemnify, defend and hold harmless Comcast, its Affiliates and the directors, officers, employees and agents of each (collectively "**the Comcast Indemnitees**") from and against any damage, loss, liability, judgement, settlement, fee, penalty, and expense (including, without limitation, reasonable attorneys' fees and expenses, collectively, "**Damages**") incurred or suffered by the Comcast Indemnitees arising out of any third party claims (i) arising from Crius's or its sublicensees' use of the ENERGY REWARDS Marks after the Effective Date; (ii) arising from Crius's or its sublicensees' use of the COMCAST Marks and any domain names bearing the COMCAST Marks, in whole or in part, during the Phase-Out Period; (iii) arising from the advertising, marketing, offering for sale, sale, and/or provision or administration of any product, service, solution, or offering by Crius or its sublicensees on or after the Effective Date (including, without limitation, the website at www.comcastenergyrewards.com); (iv) arising from a breach of any of Crius's representations, warranties or covenants herein; and/or (v) arising from Crius's or its Affiliates' (or its or their employees' or agents') gross negligence or willful misconduct.
- 7.2. Comcast's Indemnification to Crius. Comcast shall indemnify, defend and hold harmless Crius, its Affiliates and the directors, officers, employees and agents of each (collectively "**the Crius Indemnitees**") from and against any damage, loss, liability, judgement, settlement, fee, penalty, and expense (including, without limitation, reasonable attorneys' fees and expenses, collectively, "**Damages**") incurred or suffered by the Crius Indemnitees arising out of any third party claims (i) arising from a breach of any of Comcast's representations, warranties or covenants herein; and/or (ii) arising from Comcast's or its Affiliates' (or its or their employees' or agents') gross negligence or willful misconduct following the Effective Date.
- 7.3. Procedure. The applicable Comcast Indemnitees and Crius Indemnitees shall promptly give written notice of any claim to the other Party (it being understood that a failure to do so shall not affect any of the Comcast Indemnitees' or Crius Indemnitees' ability to recover Damages, except to the extent that the defense of such claim is materially prejudiced by such failure). The Comcast Indemnities and Crius Indemnitees shall provide any assistance which the indemnifying Party may reasonably request for the defense of such claim, at the indemnifying Party's expense. The indemnifying Party has the right to control the defense or settlement of such claim (it being understood that the applicable Comcast Indemnitees and Crius Indemnitees may participate in the defense with the counsel of their choosing at their own expense). Notwithstanding the foregoing or anything herein to the contrary, the indemnifying Party may not enter into any compromise or settlement agreement affecting any of the applicable Comcast Indemnitees or Crius Indemnitees without their prior written consent, (which shall not be unreasonably withheld, conditioned, or delayed).

8. LIMITATION OF LIABILITY.

- 8.1. EXCEPT WITH RESPECT TO CLAIMS RELATING TO FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF EITHER PARTY, OR FOR

EITHER PARTY'S LIABILITY ARISING OUT OF A PARTY'S INDEMNIFICATION OBLIGATIONS, UNDER NO CIRCUMSTANCES SHALL A PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER EXCEED THE PURCHASE PRICE, REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE. EACH PARTY HEREBY RELEASES THE OTHER FROM ALL OBLIGATIONS, LIABILITY, CLAIMS AND/OR DEMANDS ARISING OUT OF THIS AGREEMENT IN EXCESS OF THE LIMITATIONS SET FORTH IN THIS SECTION 8.1.

8.2. EXCEPT WITH RESPECT TO CLAIMS RELATING TO FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF EITHER PARTY, PERSONAL INJURY, OR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF REVENUES, LOST PROFITS, LOSS OF OR INACCURACY OF DATA, OR LOST OR INTERRUPTED BUSINESS, HOWEVER CAUSED AND WHETHER BASED IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR ANY OTHER THEORY OF LIABILITY, EVEN IF SUCH ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. General Provisions.

9.1. Notices. All notices, requests and other communications to any Party hereunder will be in writing (including via email) and will be given,

if to Crius, to:

Crius Energy, LLC
6555 Sierra Drive
Irving, TX 75039

John.smith1@vistracorp.com

Attention: Director Partnerships & Alliances

With a copy to Legal:

Crius Energy, LLC
6555 Sierra Drive
Irving, TX 75039

Attention: VP and Associate General Counsel -
Operations

if to Comcast, to:

Comcast Cable Communications Management, LLC
One Comcast Center
1701 JFK Boulevard
Philadelphia, PA 19103-2838
Attention: John OHara
Email: John.OHara2@comcast.com

With a copy to:

Comcast Cable Communications Management, LLC
One Comcast Center, 50th Floor
1701 JFK Boulevard
Philadelphia, PA 19103-2838
Attention: General Counsel, Comcast Cable
Legal_Notices@comcast.com

or to such other address or telecopier number as such Party may hereafter specify for the purpose by notice to the other Party in the manner provided in this Section. All such notices, requests and other communications will be deemed received on the date of receipt if received prior to 5 p.m. on any business day in the place of receipt. Otherwise, any such notice, request or communication will be deemed not to have been received until the next succeeding business day in the place of receipt.

- 9.2. Marketing and Public Relations. Neither Party shall issue a press release or any other publicity relating to this Agreement without the other Party's prior written approval, except for a Party's required disclosure of this relationship and/or letter in order to comply with U.S. federal financial reporting obligations or other statutory regulations. In the event such disclosure is required, the disclosing Party will notify the other Party hereto in writing.
- 9.3. Amendments and Waivers. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the Parties or, in the case of a waiver, by the Party or Parties against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided will be cumulative and not exclusive of any rights or remedies provided by applicable law.
- 9.4. Expenses. Except as expressly provided otherwise in this Agreement, each Party will bear its own costs and expenses incurred in connection with the preparation, negotiation,

and entering into of this Agreement and performance of its obligations under this Agreement.

- 9.5. No Beneficiaries. This Agreement is for the sole benefit of the Parties and, except as otherwise contemplated herein, nothing herein expressed or implied will give or be construed to give any person, other than the Parties, any legal or equitable rights hereunder.
- 9.6. Approvals. This Agreement will be subject to any required filings, waiting periods or approvals from governmental authorities, including any required antitrust filings, waiting periods, or approvals.
- 9.7. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles. Except as otherwise set forth in a Rider to this Agreement, any claim or controversy arising out of or relating to this Agreement shall be brought exclusively in federal or state court located in New York, New York and the Parties hereby consent to personal jurisdiction and venue in such court.
- 9.8. Assignment. All the terms, provisions, and conditions of this Agreement shall be binding upon and inure to the Parties hereto and their respective permitted successors and assigns. Neither this Agreement, nor any of the rights and obligations hereunder, may be assigned or delegated by Crius without the prior written consent of Comcast. Comcast may freely assign this Agreement at any time. For purposes of the foregoing, a Change in Control or ownership (whether resulting from a merger, sale or otherwise), shall be deemed an assignment restricted hereunder. Any assignment or delegations in violation of this Section shall be deemed null, void and of no force or effect. This Agreement is solely for the benefit of the Parties, their permitted successors and assigns, and shall not, unless expressly set forth herein, confer any rights or remedies on any third party.
- 9.9. Counterparts. This Agreement may be signed in any number of counterparts, each of which will be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of such Agreement. This Agreement will become effective when each Party will have received a counterpart hereof signed by all of the other Party. Until and unless each Party has received a counterpart hereof signed by the other Party, this Agreement will have no effect and no Party will have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).
- 9.10. Entire Agreement. This Agreement, including any Exhibits attached hereto, and any other instruments, agreements or documents referenced herein or therein, constitute the entire agreement among the Parties and with respect to the subject matter hereof and thereof, and supersede all other prior agreements or undertakings with respect thereto,

both written and oral. To the extent there is a conflict between this Agreement and any of the Prior Agreements, this Agreement shall govern and control.

- 9.11. Construction. Headings are for ease of reference only and will not form a part of this Agreement. This Agreement has been negotiated by the Parties and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party.
- 9.12. Severability. If that any provision of this Agreement conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect.
- 9.13. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Sections 3.3-3.5, would cause the other Party(ies) irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, such other Party(ies) will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this instrument on the dates set forth below.

CRIUS ENERGY, LLC


By:  _____

Name: Samudra Sen

Title: VP Solutions

Date: 10/21/2021

COMCAST CORPORATION

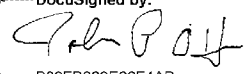
DocuSigned by:

By: _____
D8478D03780845A...

Name: Johannes Wirtz

Title: VP & Senior Deputy General Counsel

Date: 10/19/2021

COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

DocuSigned by:

By: _____
B83FB003E00F4AD...

Name: John O'Hara

Title: Vice President

Date: 10/19/2021

Exhibit A

ENERGY REWARDS Marks

- U.S. Trademark Appl. No. 90/002,477 for ENERGY REWARDS in Class 35
- U.S. Trademark Appl. No. 90/014,514 for ENERGY REWARDS in Class 36
- Comcast's common law rights (if any) in the service marks ENERGY REWARDS and

**Energy
Rewards™**

Exhibit B

SHORT FORM ASSIGNMENT OF MARKS

THIS SHORT FORM ASSIGNMENT OF MARKS (“Agreement”) is made as of October 18, 2021 between Comcast Corporation (“Assignor”) and Crius Energy, LLC (“Assignee”) (individually a “Party,” and collectively, “the Parties”).

WHEREAS, pursuant to and in accordance with the terms and conditions in that certain Service Mark Assignment and Wind Down Agreement entered into between the Parties (the “Service Mark Assignment”) on October 18, 2021 (the “Service Mark Assignment Effective Date”), Assignor assigned to Assignee all of Assignor’s rights in the marks identified on Schedule A (the “ENERGY REWARDS Marks”) annexed hereto and made a part hereof; and

WHEREAS, pursuant to Section 2.2 of the Service Mark Assignment, Assignor agreed to enter into this Agreement in order to record the assignment of the ENERGY REWARDS Marks to Assignee with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Assignment. Pursuant to the Service Mark Assignment, Assignor acknowledges and agrees that, as of the Service Mark Assignment Effective Date, Assignor has assigned, transferred, and conveyed to Assignee: all of Assignor’s right, title, and interests, if any, in and to the ENERGY REWARDS Marks (including the goodwill of the business symbolized by the ENERGY REWARDS Marks being assigned), together with all causes of action for any and all past infringements of the rights being assigned and the right to retain the proceeds therefrom.

2. Miscellaneous.

This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto together with their respective successors and assigns. This Agreement may be executed in counterparts. Photocopies of signatures or electronic signatures (including via PDF) shall be deemed original signatures and shall be fully binding on the Parties to the same extent as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first above set forth.

COMCAST CORPORATION (ASSIGNOR): CRIUS ENERGY, LLC (ASSIGNEE):

DocuSigned by:
By: Johannes Wirtz
D6478D63760845A...

By: Samudra Sen

Name: Johannes Wirtz

Name: Samudra Sen

Title: VP & Senior Deputy General Counsel

Title: VP Solutions

Date: 10/19/2021

Date: 10/21/2021

TRADEMARK ASSIGNMENT AGREEMENT - SCHEDULE A

- U.S. Trademark Appl. No. 90/002,477 for ENERGY REWARDS in Class 35
- U.S. Trademark Appl. No. 90/014,514 for ENERGY REWARDS in Class 36
- Assignor's common law rights (if any) in the service marks ENERGY REWARDS and

**Energy
Rewards™**