

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI3591

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JUST ENERGY ADVANCED SOLUTIONS LLC		02/01/2024	Limited Liability Company:
RECEIVING PARTY DATA			
Company Name:	RESTITUTION BRANDS LLC		
Street Address:	5444 Westheimer Rd		
Internal Address:	Suite 1000		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5323332	TERRAPASS	
Registration Number:	5323333		
CORRESPONDENCE DATA			
Fax Number:	7132204285		
<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:	7132204621		
Email:	HouPatentTrademark@hunton.com		
Correspondent Name:	Mr. Gregory L. Porter		
Address Line 1:	600 TRAVIS STREET		
Address Line 2:	SUITE 4200		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	KIM R DUFAULT		
SIGNATURE:	KIM R DUFAULT		
DATE SIGNED:	02/05/2024		
Total Attachments: 6			
source=Project Greenhouse IP Assignment Agreement (20240201) - FULLY EXECUTED#page1.tif			
source=Project Greenhouse IP Assignment Agreement (20240201) - FULLY EXECUTED#page2.tif			

CH \$65.00.00 5323332

source=Project Greenhouse IP Assignment Agreement (20240201) - FULLY EXECUTED#page3.tif

source=Project Greenhouse IP Assignment Agreement (20240201) - FULLY EXECUTED#page4.tif

source=Project Greenhouse IP Assignment Agreement (20240201) - FULLY EXECUTED#page5.tif

source=Project Greenhouse IP Assignment Agreement (20240201) - FULLY EXECUTED#page6.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “IP Assignment”), dated as of February 1, 2024, is made by JUST ENERGY ADVANCED SOLUTIONS LLC, a Delaware limited liability company (“Seller”), in favor of RESTITUTION BRANDS LLC, a Texas limited liability company (“Buyer”), in connection with the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer, David Meckley, Samuel Telleen and Seller, on the other, dated as of January 19, 2024 (the “Asset Purchase Agreement”). All capitalized terms used but not defined herein shall have the meanings set forth in 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 IP Assignment, for recording with the United States Patent and Trademark Office and other entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree 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, and Buyer hereby accepts, all of Seller’s right, title and interest in and to the following:

(a) the trademark registrations set forth on Schedule 1 attached 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;

(b) the URLs, domain names, ecommerce accounts, site content (including all copyrights and other intellectual property rights related thereto) and social media accounts set forth on Schedule 2 attached hereto (the “Terrapass Websites”);

(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 and the officials of other entities or agencies in any applicable jurisdictions to record and register this IP 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 necessary to effect, evidence, or perfect the

assignment of the Assigned Trademarks and Terrapass Websites to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP 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 and the Terrapass Websites. 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. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP 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 IP 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).

[Signature Page Follows]

IN WITNESS WHEREOF, THE PARTIES HAVE DULY EXECUTED AND DELIVERED THIS IP ASSIGNMENT AS OF THE DATE FIRST WRITTEN ABOVE.

Just Energy Advanced Solutions LLC

By: Greg Wilks

Name: Greg Wilks

Title: Chief Financial Officer

Address for Notices:

5251 Westheimer Road, Suite 1000

Houston, Texas 77056

Attention: General Counsel

Email: legal@justenergy.com

Restitution Brands LLC

By: _____

Name:

Title:

Address for Notices:

5444 Westheimer Rd. Suite 1000

Houston, Texas 77056

Attention: David Meckley, Chief Executive Officer

E-mail: davidmeckley@restitutionbrands.com

IN WITNESS WHEREOF, THE PARTIES HAVE DULY EXECUTED AND DELIVERED THIS IP ASSIGNMENT AS OF THE DATE FIRST WRITTEN ABOVE.

Just Energy Advanced Solutions LLC

By: _____

Name: Greg Wilks

Title: Chief Financial Officer

Address for Notices:

5251 Westheimer Road, Suite 1000

Houston, Texas 77056

Attention: General Counsel

Email: legal@justenergy.com

Restitution Brands LLC

By: David Meckley

Name: DAVID MECKLEY

Title: CEO

Address for Notices:

5444 Westheimer Rd. Suite 1000

Houston, Texas 77056

Attention: David Meckley, Chief Executive Officer

E-mail: davidmeckley@restitutionbrands.com

Signature Page to Intellectual Property Assignment Agreement

TRADEMARK
REEL: 008336 FRAME: 0918

SCHEDULE 1

Assigned Trademarks

Terrapass Design Canada	TMA1041029
Terrapass Canada	TMA755982
Terrapass Design US Registration	#5323333
Terrapass US Registration	#5323332

Additional Information:

1. For the US and Canada, #5323333 and TMA1041029 cover the following:



2. For the US and Canada, #5323332 and TMA755982 cover the word 'Terrapass'.
3. For all four categories, the goods and services classification is as follows:

Environmental brokerage services in the field of environmental and pollution credits, namely, arranging exchanges of carbon offset credits for other assets to fund clean energy projects.

SCHEDULE 2

Terrapass Websites

www.terrapass.com

www.terrapass.co.uk

<https://www.facebook.com/terrapass/>

<https://twitter.com/terrapass>

<https://www.linkedin.com/company/terrapass/>

<https://www.instagram.com/terrapassofficial/?hl=en>