

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stream Gas & Electric, Ltd.		12/31/2009	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	SGE IP Holdco, LLC
Street Address:	1950 N. Stemmons Freeway
Internal Address:	Suite 3000M
City:	Dallas
State/Country:	TEXAS
Postal Code:	75207
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3403148	IT'S OK TO SWITCH. REALLY!
Registration Number:	3366794	
Serial Number:	77793157	
Registration Number:	3442457	STREAM ENERGY
Serial Number:	77108731	IGNITE
Registration Number:	3234472	IGNITE

CORRESPONDENCE DATA

Fax Number: (713)223-3717
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 713-226-1200
 Email: ppaquet@lockelord.com
 Correspondent Name: Patricia Paquet/Locke Lord Bissell & Lid
 Address Line 1: 600 Travis Street
 Address Line 2: 3400 JPMorgan Chase Tower

900151548

**TRADEMARK
 REEL: 004126 FRAME: 0558**

CH \$165.00 3403148

Address Line 4: Houston, TEXAS 77002-3095

ATTORNEY DOCKET NUMBER: 023090-00003

NAME OF SUBMITTER: Patricia Paquet

Signature: /patricia paquet/

Date: 01/07/2010

Total Attachments: 17

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment"), effective December 31, 2009, is by and between Stream Gas & Electric, Ltd. a Texas limited partnership (the "Assignor"), and SGE IP Holdco, LLC, a Texas limited liability company (the "Assignee").

WHEREAS, the Assignor owns or has rights to (i) the registered and unregistered tradenames, brand names, trademarks, service marks, trade dress, service marks, logos, emblems, symbols, slogans, domain names, URLs, and other indicia of origin together with all translations, adaptations, derivations, and combinations set forth on Exhibit A hereto (the "Marks"), (ii) copyrightable works, all copyrights, moral rights, derivative works, and all applications, registrations, and renewals relating thereto described on Exhibit B hereto (the "Copyrights"), and (iii) the software described on Exhibit C hereto and any related inventions (whether patentable or unpatentable and whether or not reduced to practice) with all improvements thereto, and further with all related technical and business trade secrets and confidential information (the "Software" and, together with the Copyrights, the "Other Intellectual Property"); and

WHEREAS, the Assignee is desirous of acquiring all of the Assignor's right, title and interest in and to the Marks and the Other Intellectual Property.

ASSIGNMENT OF MARKS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign, transfer and convey to the Assignee, the Assignor's entire right, title and interest in and to the Marks and all associated rights, together with (i) the goodwill of the Assignor's business relating to the goods and services in respect upon which the Marks are used or for which they are registered; (ii) all income, royalties, and damages now and hereafter due or payable to the Assignor with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; and (iii) all rights to sue for past, present, and future infringements or misappropriations of the Marks.

This assignment of the Marks is full and complete and includes all rights that would be enjoyed and all obligations that would be suffered by the Assignor if this transfer and assignment had not been made.

ASSIGNEE HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THAT: (I) ASSIGNOR IS NOT MAKING ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, QUALITY, MERCHANTABILITY OR FITNESS OF THE MARKS; (II) THE MARKS SHALL BE ASSIGNED ON AN "AS IS," "WHERE IS" BASIS; AND (III) ASSIGNEE SHALL BEAR THE ECONOMIC AND LEGAL RISKS THAT ANY CONVEYANCE SHALL PROVE TO BE INSUFFICIENT TO VEST IN IT GOOD AND MARKETABLE TITLE, FREE AND CLEAR OF ANY SECURITY INTEREST, PLEDGE, LIEN, CHARGE, CLAIM OR OTHER

ENCUMBRANCE OF ANY NATURE WHATSOEVER.

The Assignor hereby authorizes and requests the appropriate governmental officials to issue any and all United States or foreign country registrations and other formal documents for the Marks assigned hereunder, to the Assignee, as the owner of the entire and exclusive right, title and interest in and to the same.

The Assignor further covenants and agrees that the Assignor will at any time upon reasonable request make, execute, and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, powers of attorney, assignments, and other documents, and do all lawful acts and things, which, in the opinion of counsel for the Assignee, may be required or necessary in any country to more effectively secure and vest in the Assignee, its successors, and assigns the Marks, and that the Assignor will sign any applications for division or renewal of the Marks or any resulting or related property right.

The Assignor further covenants and agrees that the Assignor will at any time upon request communicate to the Assignee, any facts relating to the Marks known to it, and will testify as to the same in any interference, litigation, mediation, arbitration, or other proceeding when requested to do so.

ASSIGNMENT OF OTHER INTELLECTUAL PROPERTY

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign, transfer and convey to the Assignee, the Assignor's entire right, title and interest in and to the Other Intellectual Property and all associated rights.

This assignment of the Other Intellectual Property is full and complete and includes all rights that would be enjoyed and all obligations that would be suffered by the Assignor if this transfer and assignment had not been made, including, but not limited to, the right to sue for past, present, and future damages arising out of infringement of all rights to sue for past, present, and future infringements or misappropriations of the Other Intellectual Property.

ASSIGNEE HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THAT: (I) ASSIGNOR IS NOT MAKING ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, QUALITY, MERCHANTABILITY OR FITNESS OF THE OTHER INTELLECTUAL PROPERTY; (II) THE OTHER INTELLECTUAL PROPERTY SHALL BE ASSIGNED ON AN "AS IS," "WHERE IS" BASIS; AND (III) ASSIGNEE SHALL BEAR THE ECONOMIC AND LEGAL RISKS THAT ANY CONVEYANCE SHALL PROVE TO BE INSUFFICIENT TO VEST IN IT GOOD AND MARKETABLE TITLE, FREE AND CLEAR OF ANY SECURITY INTEREST, PLEDGE, LIEN, CHARGE, CLAIM OR OTHER ENCUMBRANCE OF ANY NATURE WHATSOEVER.

The Assignor hereby authorizes and requests the appropriate governmental officials to issue any and all United States or foreign country registrations and other formal documents for

the Other Intellectual Property assigned hereunder, to the Assignee, as the owner of the entire and exclusive right, title and interest in and to the same.

The Assignor further covenants and agrees that the Assignor will at any time upon reasonable request make, execute, and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, powers of attorney, assignments, and other documents, and do all lawful acts and things, which, in the opinion of counsel for the Assignee, may be required or necessary in any country to more effectively secure and vest in the Assignee, its successors, and assigns the Other Intellectual Property, and that the Assignor will sign any applications for registration of the Other Intellectual Property or any resulting or related property right.

The Assignor further covenants and agrees that the Assignor will at any time upon request communicate to the Assignee, any facts relating to the Other Intellectual Property known to it, and will testify as to the same in any interference, litigation, mediation, arbitration, or other proceeding when requested to do so.

MISCELLANEOUS

This Assignment shall be binding upon and inure to the benefit of the successors and assigns of the parties to this Assignment.

THIS ASSIGNMENT AND PERFORMANCE HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS RULES OR CHOICE OF LAW RULES THEREOF. VENUE FOR ANY ACTION BROUGHT HEREUNDER SHALL BE PROPER ONLY IN DALLAS COUNTY, TEXAS.

If any provision of this Assignment shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

This Assignment contains the entire agreement between the parties hereto with respect to the subject matter hereof.

All amendments and other modifications hereof shall be in writing and signed by each of the parties hereto. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any right hereunder.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed and delivered, and the Assignee accepts this Assignment executed and delivered, as of the date first above written.

ASSIGNOR:

STREAM GAS & ELECTRIC, LTD.

By: SGE Management, LLC, its General Partner

By: 
Name: Robert Lloyd Snyder
Title: Manager

ASSIGNEE:

SGE IP HOLDCO, LLC

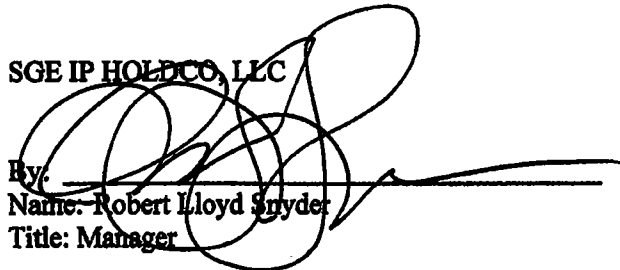
By: 
Name: Robert Lloyd Snyder
Title: Manager

EXHIBIT A

MARKS

See attached.

Trademarks

	Application Date	Federal Serial Number	Canadian Application Number	Federal Registration Number	State Registration Number
It's okay to switch...Really!	Federal	78/728,767		3,403,148	800555243
	Texas	10/10/2005			
Circle Design	Federal	78/728,771		3,366,794	800555241
	Texas	10/10/2005			
Circle Design (Sphere)	Federal	77/793,157			
Stream Energy	Federal	78/728,783		3,442,457	800555237
	Texas				
	Canada	1/10/2007	1,330,855	1,330,855	
IGNITE	Federal	77/108,731			
	Federal	10/25/2004		3,234,472	
	Texas	None			
	Canada	8/3/2007		1,358,650	
STEAM LINED and STREAMLINED (Abandoned)	Federal	77/107,029			
	Federal	2/14/2007			
	Texas	n/a			
GREEN & CLEAN PLAN (Abandoned)					03/02/07

Watt Zone

Federal 06/29/09 777770,177
Canada

Ignite Tag Lines

Get Paid When You Turn on the Lights
Think of Your Light Switch as an ATM
Think of Your Light Switch as an ATM Machine
Who Knew it Could Pay Bills, Too?
The Future is in Your Hands
Attention: High Voltage Income Opportunity
Time to Get Your Piece of the Pie
Get Paid Every Time You Turn on the Lights
Ignite Your Future
The Power of Business Ownership
Energize Your Income
Change Your Electricity...Change Your Life
Help Customers Save Money On Their Electric Bills
The Power of One
El Poder de 1
Lighting the Way ... Lighting Your Home
Raising Funds ... By Lowering Rates
Raising Funds by Lowering Your Rates
Flip the Switch for a Worthy Cause
Get a Charge ... Out of Helping Kids
Score Big ... With Low Rates
The Launchpad to Your Dreams
Fuse Box
Power Surge
Super Saturday
Ignition
AMP
Power Center
Spark Cards
Power Pack
Power Plan
The Power of Leadership Award
The Power UP! Program

TRADEMARK

REEL: 004126 FRAME: 0566

Outlet

Helping you save ... one watt at a time.

ignite

The Power to Do More

Ignite Academy

No Fear No Limits

Women of Power

Stream Georgia

Ignite Georgia

Georgia Road Trip

Leadership Sizzle

PowerTrip

Nevis

Presidential Director

Domain Names/Websites

www.streamenergy.net

www.sge-test.net

streamenergyfixedrate.com

www.igniteinc.com

www.dnrg.net

moneyforme.streampowerup.biz

www.sge-prod.net

www.dnrg.org

igniteinc.biz

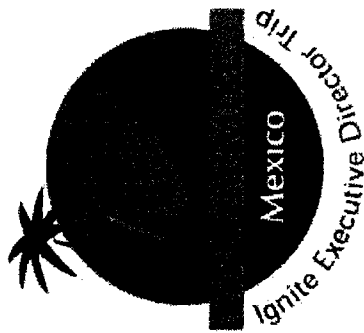
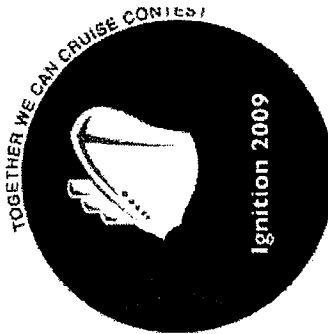
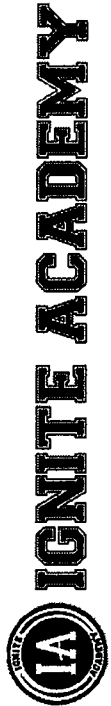
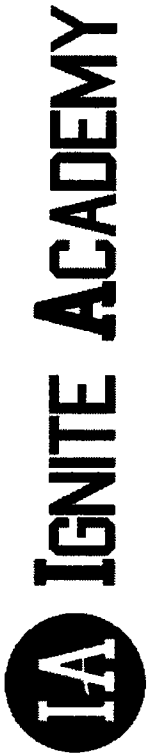
mystreamenergy.biz

Service Marks/Logos



TRADEMARK

REEL: 004126 FRAME: 0567





HEAT
HIGH ENERGY
ACTION TRAINING

ignite
powered by Stream Energy

ignite
powered by Stream Energy

ignite
powered by Stream Energy

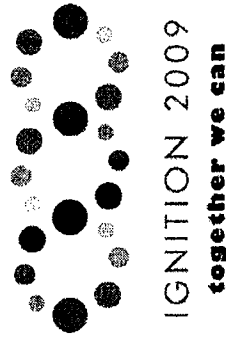
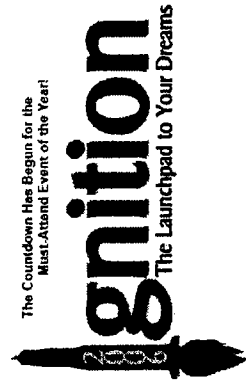
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powered by Stream Energy

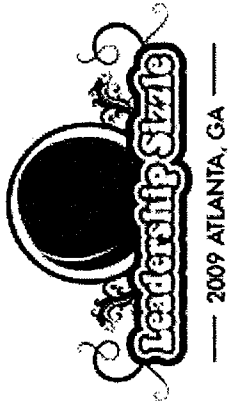
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powered by Stream Energy

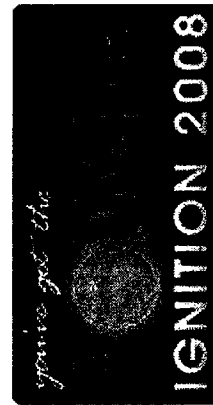
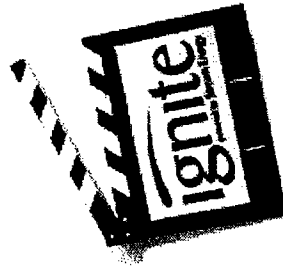
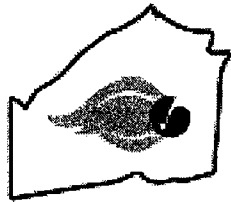
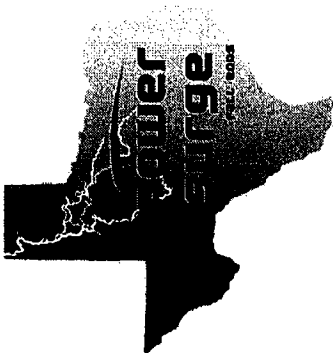
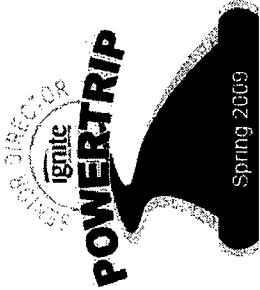
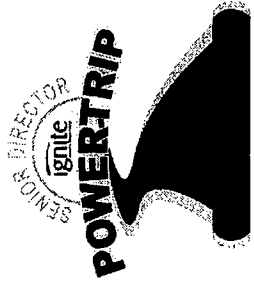
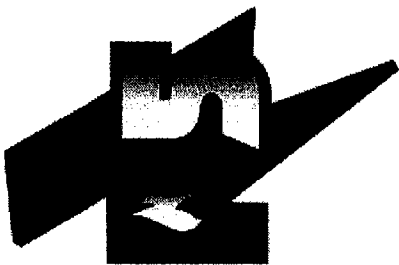
ignite
Independent Associate

ignite®
Independent Associate

ignite
Independent Associate







It's OK to switch. Really!®

EXHIBIT B
COPYRIGHTS

See attached.

Copyright Training Materials

	Application Date	Federal Serial Number	Canadian Application Number	Federal Registration Number	State Registration Number
Change you Electricity... Change Your Life (DVD) Blue	01/16/07				TX 6-505-716
Power Pack	12/19/06				TX 6-493-573
High Energy Action Training (H.E.A.T) DVD	03/20/07				TX 6-547-962
Ignite Associate (IA) Kit-PRIORITY #1					
The Ignite Opportunity DVD (Red)					
Ignite Training Tips DVD (Green)					
Ignite Training Tips DVD (Orange) Priority 3					
Power of One Brochures					
Public Relations Kit					
Savings Zone Flyers					
Energy Rate Flyer					
Get Paid When You Turn on the Lights DVD (White)					

EXHIBIT C

SOFTWARE

Arsenal

Peacekeeper