

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
EQT IP Ventures, LLC		03/31/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Infinite Energy, Inc.		
Doing Business As:	DBA Intelligent Energy		
Street Address:	7001 SW 24th Avenue		
City:	Gainesville		
State/Country:	FLORIDA		
Postal Code:	32607		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2209555	INTELLIGENT ENERGY	
CORRESPONDENCE DATA			
Fax Number:	(352)333-7480		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	352-240-4103		
Email:	LegalContracts@InfiniteEnergy.com		
Correspondent Name:	Stacy Dennee		
Address Line 1:	7001 SW 24th Avenue		
Address Line 2:	Contracts Manager		
Address Line 4:	Gainesville, FLORIDA 32607		
NAME OF SUBMITTER:	Stacy Dennee		
Signature:	/Stacy Dennee/		
Date:	04/08/2011		
Total Attachments: 2 source=agreement for trademark assignment 3-31-11 bw#page1.tif source=agreement for trademark assignment 3-31-11 bw#page2.tif			

OP \$40.00 2209555



AGREEMENT FOR TRADEMARK ASSIGNMENT

In finite Energy, Inc. (Assignee), a Florida corporation located at 7001 SW 24th Avenue, Gainesville, Florida 32608, and **EQT IP Ventures, LLC** (Assignor), a Delaware limited liability company, whose principal office is at 101 Convention Center Boulevard, Las Vegas, Nevada 89109, enter this Agreement for Trademark Assignment, effective as of November 1 , 2010.

WHEREAS, Assignor is the owner of all right, title and interest in and to the service mark **Intelligent Energy**, which is covered by United States Registration No. 2,209,555, for the services of transportation and distribution of energy products, such as oil, natural gas, propane and electricity; and uses, or has used, and controls the use of the **Intelligent Energy** service mark in order to identify for the public the source and high standards of quality of services marketed thereunder; and

WHEREAS, Assignee is in the business of natural gas distribution and marketing and desires to acquire, from the Assignor, the entire rights, title, and interest of the **Intelligent Energy** service mark.

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

I. ASSIGNMENT OF ASSIGNED PROPERTY

Assignor hereby irrevocable assigns to Assignee all rights, title, and interest including, but not limited to, all registration rights with respect to the **Intelligent Energy** standard character service mark and U.S. Registration No. 2,209,555 (the "Assigned Property"), all rights to prepare derivative marks, all goodwill, all rights to sue for past, present, and future infringements or misappropriations, and all other rights, in and to the Assigned Property. Assignor further agrees to complete and execute all documents and authorizations and take all action necessary, at its sole expense, for vesting in Assignee full right, title, and interest in the Assigned Property.

II. CONSIDERATION FOR ASSIGNED PROPERTY

In consideration for the assignment of the Assigned Property, Assignee will pay Assignor, on the date of the execution of this Agreement, the sum of Five Thousand U.S. dollars (\$5,000.00).

III. REPRESENTATIONS AND WARRANTIES OF AGREEMENT

Assignor represents and warrants to Assignee:

- 1) Assignor has the right, power and authority to enter into and execute this Agreement, and this Agreement constitutes the legal, valid, and binding obligation of Assignor, enforceable against it in accordance with its terms;
- 2) Assignor is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement;
- 3) Assignor is the exclusive owner of all right, title, and interest, including all intellectual property rights, in the Assigned Property;
- 4) the Assigned Property is free of any liens, security interests, encumbrances, licenses, or other adverse claims;
- 5) the Assigned Property does not infringe the rights of any person or entity;
- 6) there are no claims, pending or threatened, with respect to Assignor's rights in the Assigned Property;

- 7) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement; and
- 8) Assignor is the owner of the service mark ENTELLICHOICE for various energy related services, which mark Assignor has licensed to a third party, NORESCO, LLC. Assignor and Assignee agree that there is no likelihood of confusion between the Assigned Mark and the ENTELLICHOICE service mark.

IV. PROHIBITION OF FURTHER USE OF ASSIGNED PROPERTY BY ASSIGNOR

After the effective date of this Agreement, Assignor will not use the Assigned Property in any way and will not challenge the Assignee's use of the Assigned Property.

V. ENTIRETY OF AGREEMENT

This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof and may not be modified, changed, or amended, except by a writing signed by both parties.

VI. SEVERABILITY OF AGREEMENT

Except as otherwise stated in this Agreement, any provision declared or rendered unlawful by a court of law or regulatory agency of competent jurisdiction, or deemed unlawful because of a statutory change, will not otherwise affect the lawful obligations that arise under this Agreement.

VII. GOVERNING BODY OF LAW

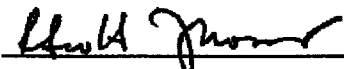
This Agreement will be governed by and construed in accordance with the laws of the State of Florida without recourse to such state's choice of law rules. Each party hereby consents to personal and subject matter jurisdiction and the laying of venue in the State and Federal courts located in Alachua County, Florida in any proceeding arising from this Agreement, and hereby waives any objection it may now or hereafter have to the laying of venue in such court and any claim that such proceeding has been brought in an inconvenient forum. The parties further agree such courts shall be the exclusive forum for resolution of any suit or proceeding to enforce Assignee's rights under this Agreement.

VIII. JURY WAIVER

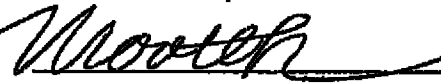
Both Parties irrevocably waive all rights to trial by jury.

WHEREFORE, by their signatures below, the Parties do hereby agree to the foregoing Agreement for Trademark Assignment and have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date of this Agreement.

INFINITE ENERGY, INC.

By: 
Name: R. SCOTT THOMAS
Title: CFO
Date: 3/31/2011

EQT IP VENTURES, LLC

By: 
Name: Monte L. Miller
Title: Treasurer
Date: March 29, 2011

Reviewed By
Legal 