

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |  |                               |
|----------------------------------|--|--|-------------------------------|
| <b>SUBMISSION TYPE:</b>          |  | NEW ASSIGNMENT                               |                               |
| <b>NATURE OF CONVEYANCE:</b>     |  | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |                               |
| <b>CONVEYING PARTY DATA</b>      |  |  |                               |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b>                        | <b>Entity Type</b>            |
| Stream Gas & Electric Ltd.       |  | 12/31/2009                                   | LIMITED<br>PARTNERSHIP: TEXAS |
| <b>RECEIVING PARTY DATA</b>      |  |  |                               |
| <b>Name:</b>                     | SGE IP Holdco, LLC   |  |                               |
| <b>Street Address:</b>           | 1950 Stemmons Fwy  |  |                               |
| <b>Internal Address:</b>         | Suite 3000M  |  |                               |
| <b>City:</b>                     | Dallas   |  |                               |
| <b>State/Country:</b>            | TEXAS  |  |                               |
| <b>Postal Code:</b>              | 75207  |  |                               |
| <b>Entity Type:</b>              | LIMITED LIABILITY COMPANY: TEXAS   |  |                               |
| <b>PROPERTY NUMBERS Total: 1</b> |  |  |                               |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>                             |                               |
| <b>Serial Number:</b>            | 77770177   | WATT ZONE                                    |                               |
| <b>CORRESPONDENCE DATA</b>       |  |  |                               |
| <b>Fax Number:</b>               | (713)223-3717  |  |                               |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |  |                               |
| <b>Phone:</b>                    | 713-226-1252   |  |                               |
| <b>Email:</b>                    | ppaquet@lockelord.com  |  |                               |
| <b>Correspondent Name:</b>       | P. Paquet/Locke Lord Bissell & Liddell   |  |                               |
| <b>Address Line 1:</b>           | 600 Travis Street  |  |                               |
| <b>Address Line 2:</b>           | 2800 JPMorgan Chase Tower  |  |                               |
| <b>Address Line 4:</b>           | Houston, TEXAS 77002-3095  |  |                               |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 0023090-00003  |  |                               |
| <b>NAME OF SUBMITTER:</b>        | Patricia Paquet  |  |                               |
| <b>Signature:</b>                | /patricia paquet/  |  |                               |

CH \$40.00 77770177

Date:

06/01/2011

**Total Attachments: 17**

source=WATT ZONE Assignment#page1.tif  
source=WATT ZONE Assignment#page2.tif  
source=WATT ZONE Assignment#page3.tif  
source=WATT ZONE Assignment#page4.tif  
source=WATT ZONE Assignment#page5.tif  
source=WATT ZONE Assignment#page6.tif  
source=WATT ZONE Assignment#page7.tif  
source=WATT ZONE Assignment#page8.tif  
source=WATT ZONE Assignment#page9.tif  
source=WATT ZONE Assignment#page10.tif  
source=WATT ZONE Assignment#page11.tif  
source=WATT ZONE Assignment#page12.tif  
source=WATT ZONE Assignment#page13.tif  
source=WATT ZONE Assignment#page14.tif  
source=WATT ZONE Assignment#page15.tif  
source=WATT ZONE Assignment#page16.tif  
source=WATT ZONE Assignment#page17.tif

## 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:**

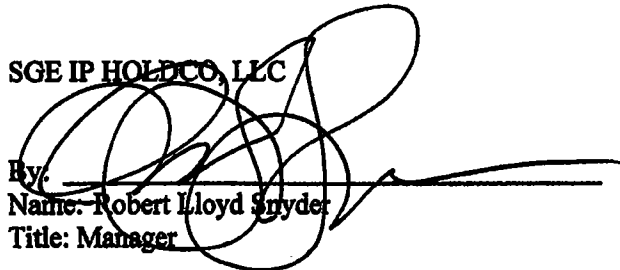
**STREAM GAS & ELECTRIC, LTD.**

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



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: 004551 FRAME: 0922

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](http://www.streamenergy.net)

[www.sge-test.net](http://www.sge-test.net)

[streamenergyfixedrate.com](http://streamenergyfixedrate.com)

[www.igniteinc.com](http://www.igniteinc.com)

[www.dnrg.net](http://www.dnrg.net)

[moneyforme.streampowerup.biz](http://moneyforme.streampowerup.biz)

[www.sge-prod.net](http://www.sge-prod.net)

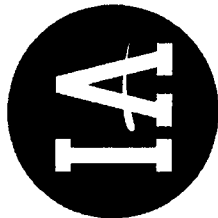
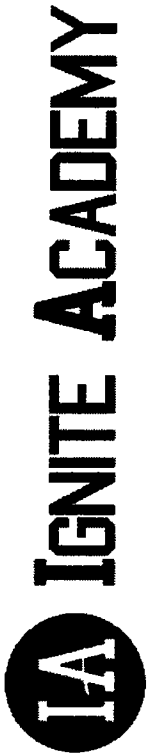
[www.dnrg.org](http://www.dnrg.org)

[igniteinc.biz](http://igniteinc.biz)

[mystreamenergy.biz](http://mystreamenergy.biz)

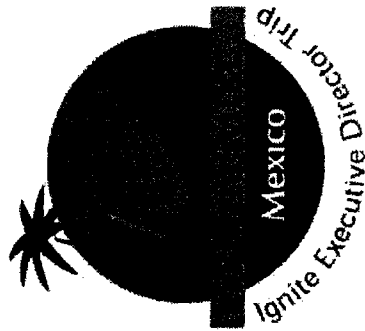
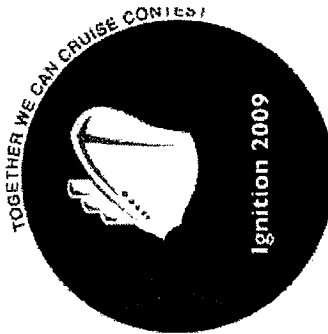
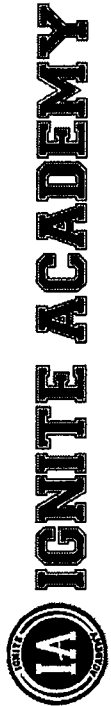
**Service Marks/Logos**



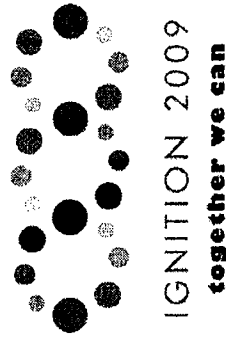
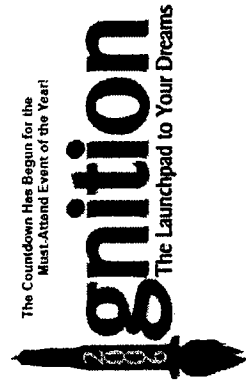


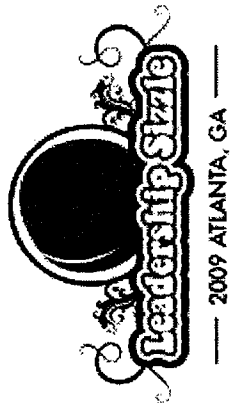
**IGNITE ACADEMY**  
Click here to see the Ignition Workshops

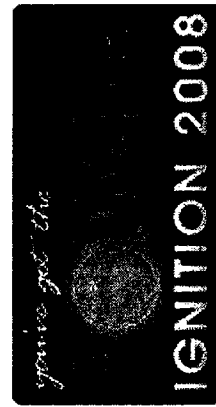
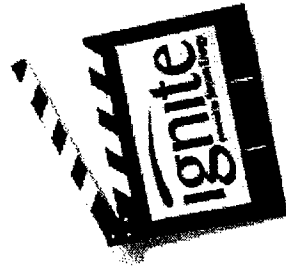
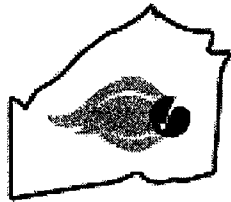
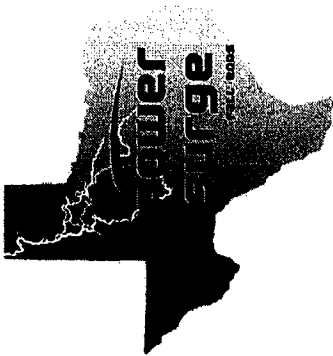
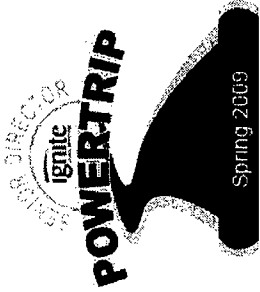
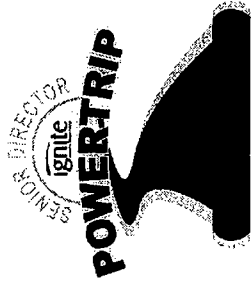
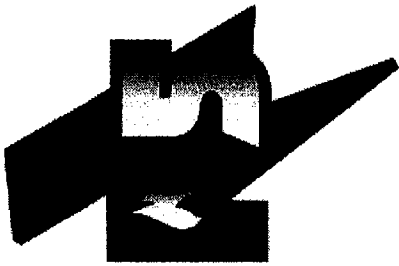
**IGNITE ACADEMY**











**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<br>Ignite Associate (IA) Kit-PRIORITY #1<br>The Ignite Opportunity DVD (Red)<br>Ignite Training Tips DVD (Green)<br>Ignite Training Tips DVD (Orange) Priority 3<br>Power of One Brochures<br>Public Relations Kit<br>Savings Zone Flyers<br>Energy Rate Flyer | 03/20/07         |                       |                             |                             | TX 6-547-962              |
| Get Paid When You Turn on the Lights DVD (White)   |                  |                       |                             |                             |                           |

**EXHIBIT C**

**SOFTWARE**

Arsenal

Peacekeeper