

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304437

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NextEra Energy, Inc.		05/14/2014	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	FPL FiberNet, LLC		
Street Address:	700 Universe Boulevard		
City:	Juno Beach		
State/Country:	FLORIDA		
Postal Code:	33408		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3078648	FPL FIBERNET	
CORRESPONDENCE DATA			
Fax Number:	5616917305		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(561) 694-3974		
Email:	Frederick.Cohan@fpl.com		
Correspondent Name:	Frederick Cohan		
Address Line 1:	700 Universe Boulevard		
Address Line 2:	Law/JB		
Address Line 4:	Juno Beach, FLORIDA 33408		
ATTORNEY DOCKET NUMBER:	051993		
NAME OF SUBMITTER:	Frederick Cohan		
SIGNATURE:	/Frederick Cohan/		
DATE SIGNED:	05/14/2014		
Total Attachments: 4			
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OP \$40.00 3078648

CONTRIBUTION AND ASSIGNMENT AGREEMENT

This CONTRIBUTION AND ASSIGNMENT AGREEMENT, dated as of this 14 day of May, 2014 (this "Agreement"), is entered into by and among NextEra Energy, Inc., a corporation organized in and existing under the laws of the State of Florida ("NextEra"), NextEra Energy Capital Holdings, Inc., a corporation organized in and existing under the laws of the State of Florida ("Capital Holdings"), and FPL FiberNet, LLC, a limited liability company organized in and existing under the laws of the State of Delaware ("FiberNet") (NextEra, Capital Holdings, and FiberNet are hereinafter sometimes referred to collectively as the "Parties" and individually as the "Party").

Recitals:

- A. NextEra owns all right, title and interest in and to United States Trademark Registration No. 3,078,648 for the FPL FIBERNET and Design trademark in connection with the following goods and services: Fiber optic telecommunication services, namely, providing connections to a global computer information network for electronic, high speed transmission, storage, retrieval and dissemination of data, images, documents and messages, together with the goodwill of the business associated therewith (the "Trademark"); and
- B. Capital Holdings is a direct, wholly owned subsidiary of NextEra; and
- C. Capital Holdings is the sole member of FiberNet; and
- D. NextEra and Capital Holdings desire that NextEra, in its capacity as the sole shareholder of Capital Holdings, contribute all of its right, title and interest in and to, and transfer ownership of, the Trademark to Capital Holdings as hereinafter provided; and
- E. Capital Holdings and FiberNet desire that Capital Holdings, simultaneously upon receipt of the above-described contribution from NextEra, contribute all of its right, title and interest in and to, and transfer ownership of, the Trademark to FiberNet as hereinafter provided; and
- F. In connection with the above-described contributions of the Trademark, NextEra and FiberNet desire that NextEra assign certain of its rights with respect to the Trademark to FiberNet, and FiberNet desires to accept from NextEra such rights.

NOW, THEREFORE, the Parties agree as follows:

1. (a) NextEra, in its capacity as the sole shareholder of Capital Holdings, hereby contributes to Capital Holdings, and Capital Holdings hereby accepts, each as of the date hereof, all right, title and interest in and to the Trademark, and NextEra hereby makes an unconditional commitment in favor of Capital Holdings to transfer to Capital Holdings of all of

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NextEra's right, title and interest in and to, and the attendant risk of loss of, the Trademark, in the manner described in paragraph 1(b) below, on an "as is, where is" basis without representation or warranty of any kind whatsoever and without recourse to NextEra (the foregoing contribution and commitment, the "NextEra Contribution," and the transfer(s) which is the subject of the NextEra Contribution, the "NextEra Transfer").

(b) The NextEra Transfer shall occur, without any further action required of either NextEra or Capital Holdings, upon the date hereof. The instant in time in which the NextEra Transfer occurs is hereafter referred to as the "Time of Transfer."

2. (a) Capital Holdings, in its capacity as the sole member of FiberNet, hereby contributes to FiberNet, and FiberNet hereby accepts, each as of the date hereof, all right, title and interest in and to the Trademark, and Capital Holdings hereby makes an unconditional commitment in favor of FiberNet to transfer all of Capital Holdings' right, title and interest in and to, and the attendant risk of loss of, the Trademark, now or hereafter received by Capital Holdings, on an "as is, where is" basis without representation or warranty of any kind whatsoever and without recourse to Capital Holdings (the foregoing contribution and commitment, the "Capital Holdings Contribution," and the transfer(s) which is the subject of that commitment, the "Capital Holdings Transfer").

(b) The Capital Holdings Transfer shall occur, without any further action required of either Capital Holdings or FiberNet, simultaneously with the NextEra Transfer at the Time of Transfer.

3. Each of the Parties hereby acknowledges and agrees that none of Capital Holdings or FiberNet shall assume any liability, debt or other obligation of NextEra or Capital Holdings as the case may be, as a result of the NextEra Contribution or the Capital Holdings Contribution.

4. NextEra and Capital Holdings agree that the NextEra Contribution is a true contribution by NextEra to the equity of Capital Holdings. Capital Holdings and FiberNet agree the Capital Holdings Contribution is a true contribution by Capital Holdings to the equity of FiberNet. Each of Capital Holdings and FiberNet hereby agrees to make appropriate notations on its books and records evidencing the NextEra Contribution and the Capital Holdings Contribution, respectively, and the adjustment to the capital account of NextEra and Capital Holdings, respectively, as a result thereof. If requested by Capital Holdings or FiberNet, NextEra and Capital Holdings shall take such further actions and execute such further documents as are reasonably requested by Capital Holdings or FiberNet to evidence the NextEra Contribution and the Capital Holdings Contribution, respectively.

5. Effective as of the time of the Capital Holdings Transfer, and as part of the contributions being made pursuant to this Agreement, NextEra assigns, transfers, conveys and sets over to FiberNet, without representation or warranty, express or implied, all right, title and interest of NextEra in all right, title and interest in and to the Trademark (collectively, the "Assigned Rights") and FiberNet unconditionally acquires and accepts the Assigned Rights.

6. This Agreement shall inure to the benefit of and be binding upon the Parties and

their respective successors and permitted assigns.

7. No amendment or modification of this Agreement shall be effective unless made in writing and signed by the Parties.

8. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement; and the remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from the Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

9. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

10. This Agreement constitutes the entire final understanding and agreement of the Parties with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations or warranties among the Parties other than those set forth in this Agreement.

11. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS.

[signatures on following page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date first above written.

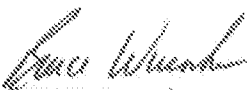
NextEra Energy, Inc.

By: 
Name: Aldo E. Portales
Title: Assistant Treasurer

NextEra Energy Capital Holdings, Inc.

By: 
Name: Aldo E. Portales
Title: Assistant Treasurer

FPL FiberNet, LLC

By: 
Name: Bruce Wuenker
Title: Controller