

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410745

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Department of Public Utilities of the City of Indianapolis DBA Citizens Energy Group		12/28/2016	Trust: INDIANA
RECEIVING PARTY DATA			
Name:	LNG Indy, LLC		
Doing Business As:	Kinetrex Energy		
Street Address:	129 E. Market Street		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4641909	KINETREX ENERGY	
Registration Number:	4557041		
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	prosecutiondocketing@paulhastings.com		
Correspondent Name:	Paul Hastings LLP		
Address Line 1:	4747 Executive Dr		
Address Line 2:	12th Floor		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	77135.00007		
NAME OF SUBMITTER:	Laura C. Yip		
SIGNATURE:	/Laura C. Yip/		
DATE SIGNED:	12/31/2016		
Total Attachments: 8			

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KINETREX TRADEMARK ASSIGNMENT

This Kinetrex Trademark Assignment (“*Assignment*”) is made and entered into as of December 28, 2016 by and between The Department of Public Utilities of the City of Indianapolis, acting by and through the Board of Directors for Utilities, DBA Citizens Energy Group, having a principal place of business at 2020 N. Meridian Street, Indianapolis, Indiana 46202 (“*Assignor*”) and LNG Indy, LLC, d/b/a Kinetrex Energy, an Indiana limited liability company having a principal place of business at 129 E. Market Street, Indianapolis, Indiana 46204 (“*Assignee*”).

WHEREAS, Kinetrex Energy Holding Company, LLC, an Indiana limited liability company (“*Seller*”) and Kinetrex Holdco, Inc., a Delaware corporation (“*Purchaser*”) are parties to that certain Membership Interest Purchase Agreement dated the date hereof (the “*MIPA*”), pursuant to which Seller has agreed to sell to Purchaser and Purchaser has agreed to purchase from Seller all of the issued and outstanding membership interests of Assignee; and

WHEREAS, Seller is an indirect, wholly-owned subsidiary of Assignor and, as a condition to Closing (as that term is defined in the MIPA), Seller has agreed to procure and deliver to Purchaser an assignment from Assignor to Assignee of all right, title, and interest in and to the trademarks and service marks listed on Schedule A, as well as all other trademarks, service marks, trade dress, logos, and other source identifiers used or held for use by Assignee in connection with the Business (as that term is defined in the MIPA), together with the goodwill of the business symbolized by and associated with the foregoing, including all common law rights and trademark registrations for the foregoing (collectively, the “*Assigned Marks*”); and

WHEREAS, Assignor desires to assign the Assigned Marks to Assignee, and Assignee desires to be assigned the Assigned Marks, subject to and pursuant to the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and the MIPA, the payment of \$1 from Assignee to Assignor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally assigns to Assignee all right, title and interest in and to the Assigned Marks, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties, and license fees deriving from the Assigned Marks, all claims for damages by reason of past, present and future infringements of the Assigned Marks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, at the expense of Assignee, all acts reasonably necessary to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Assigned Marks, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith, and assisting and cooperating in the registration and enforcement of applicable intellectual property rights or other legal proceedings, as may be reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee. In the event Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified in this Section 2, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 2 with the same legal force and effect as if executed by Assignor.

3. **GENERAL.**

3.1. Headings. The article, section and paragraph headings in this Assignment are for reference purposes only and shall not affect the meaning or interpretation of this Assignment.

3.2. Construction.

(a) The parties have participated jointly in the negotiation and drafting of this Assignment, and, in the event of an ambiguity or a question of intent or a need for interpretation arises, this Assignment shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Assignment.

(b) Except as otherwise specifically provided in this Assignment (such as by "sole", "absolute discretion", "complete discretion" or words of similar import), if any provision of this Assignment requires or provides for the consent, waiver or approval of a party, such consent, waiver or approval shall not be unreasonably withheld, conditioned or delayed.

(c) The parties hereto intend that each representation, warranty, covenant and agreement contained herein shall have independent significance, and if any party hereto has breached any representation, warranty, covenant or agreement contained herein in any respect, the fact that there exists another representation, warranty, covenant or agreement relating to the same or similar subject matter that the party has not breached shall not detract from or mitigate the fact that the party is in breach of the first representation, warranty, covenant or agreement;

(d) Words of any gender used in this Assignment shall be held and construed to include any other gender; words in the singular shall be held to include the plural and words in the plural shall be held to include the singular, unless and only to the extent the context indicates otherwise.

(e) Reference to any Law (as defined in the MIPA) means such Law as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any Law means that provision of such Law from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision.

(f) All references to Articles, Sections or Schedules are to Articles, Sections or Schedules in this Agreement.

(g) “Hereunder,” “hereof,” “hereto,” “herein,” and words of similar import shall be deemed references to this Agreement as a whole (including the Schedule hereto) and not to any particular article, section or other provision hereof.

(h) “Including,” “include” or “includes” means including without limiting the generality of any description preceding such term.

(i) The word “extent” in the phrase “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not simply mean “if”.

(j) “Or” is used in the inclusive sense of “and/or” and the term “any” means “any and all.”

(k) References to documents, instruments or agreements shall be deemed to refer as well to all addenda, appendices, exhibits, schedules or amendments thereto.

(l) Any drafts of this Assignment circulated by or among the parties hereto prior to the final fully executed drafts shall not be used for purposes of interpreting any provision of this Assignment, and each of the parties hereto agrees that no party hereto shall make any claim, assert any defense or otherwise take any position inconsistent with the foregoing in connection with any dispute or Proceeding (as defined in the MIPA) among any of the foregoing or for any other purpose.

(m) Time is of the essence with regard to all dates and time periods set forth or referred to in this Agreement.

3.3. Severability. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future Law, (a) the invalidity or unenforceability of such provision shall in no way affect the validity or enforceability of any other provision of this Assignment, (b) wherever possible, each provision hereof shall be interpreted in such a manner as to be effective and valid under applicable Law, and (c) such provision or provisions shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability, without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

3.4. Entire Agreement and Amendment. This Assignment, including the Schedule referred to and incorporated by reference herein and therein that form a part of this Assignment, contains the entire understanding of the parties with respect to the subject matter of this Assignment. Except as set forth herein, there are no representations, promises, warranties, covenants or undertakings made by any of the parties with respect to the matters set forth herein other than those expressly set forth in or provided for in this Assignment. This Assignment supersedes all prior agreements and understandings among the parties hereto with respect to the transactions contemplated by this Assignment. Notwithstanding the foregoing, in the case of fraud or intentional misrepresentation, a Person (as defined in the MIPA) shall have all remedies available to it under this Assignment or otherwise without giving effect to any of the limitations or waivers contained herein. This Assignment may not be amended, supplemented or otherwise modified except by a written agreement executed by each of the parties hereto. To the extent any provision of this Assignment conflicts with any provision of the MIPA, the MIPA will govern.

3.5. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

3.6. Governing Law. The Laws of the State of Indiana shall govern the creation, interpretation, construction and enforcement of and the performance under this Assignment and all transactions and agreements contemplated by any of them, as well as any and all claims or controversies arising, directly or indirectly, out of, caused by or relating in any way to this Assignment, notwithstanding the choice of law rules of the State of Indiana or any other state or jurisdiction.

3.7. Counterparts. This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same agreement. This Assignment and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including electronic mail of .pdf files), shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party to any such agreement or instrument shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

3.8. Schedule. The Schedule referred to herein form an integral part of this Assignment and shall be deemed to be part of this Assignment to the same extent as if set forth in the text of this Assignment.

3.9. Prevailing Party. In the event of any Proceeding in connection with this Assignment, the prevailing party in any such Proceeding shall be entitled to recover from the

other party its costs and expenses, including, without limitation, reasonable legal fees and expenses.

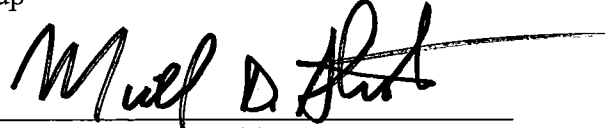
3.10. Execution and Delivery of Agreement. The parties acknowledge that the obligation to execute, deliver and perform the terms of this Assignment are pursuant to the terms and conditions of the MIPA. The parties acknowledge the MIPA was executed, delivered and performed prior to the parties' execution, delivery and performance of this Assignment, even though the MIPA and this Assignment have been executed on the same day, and as such the transactions contemplated by this Assignment take effect immediately following the sale of the membership interests pursuant to the MIPA. Accordingly, this Assignment was not a binding obligation of either party until after the transfer of the membership interests pursuant to the MIPA.

[Signature Page Follows]

[SIGNATURE PAGE TO KINETREX TRADEMARK ASSIGNMENT]

“Assignor”

The Department of Utilities for the City of
Indianapolis, Acting by and Through the Board of
Directors for Utilities, D/B/A Citizens Energy
Group

By: 

Name: Michael D. Strohl

Title: Senior Vice President

[SIGNATURE PAGE TO KINETREX TRADEMARK ASSIGNMENT]

“Assignee”

LNG Indy, LLC, d/b/a Kinetrex Energy, an Indiana
limited liability company

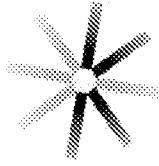
By: _____


Name: Aaron Johnson

Title: Chief Executive Officer

SCHEDULE A
ASSIGNED MARKS

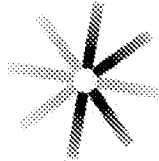
KINETREX
KINETREX ENERGY



 *KinetrexEnergy*

 *KinetrexEnergy*
Clean, Affordable, Natural Gas Solutions

 *KinetrexEnergy*
Exploration & Production



U.S. Trademark Registration No. 4,557,041 for

U.S. Trademark Registration No. 4,641,909 for “KINETREX ENERGY”