

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM431277

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	08/31/2015

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Blue Earth, Inc.		03/27/2017	Corporation: NEVADA
ZincFive, LLC		03/27/2017	Limited Liability Company: OREGON

## RECEIVING PARTY DATA

<b>Name:</b>	ZINCFIVE, INC.
<b>Street Address:</b>	27120 SW 95th Ave Suite 3230
<b>City:</b>	Wilsonville
<b>State/Country:</b>	OREGON
<b>Postal Code:</b>	97070
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4616579	UPSTEALTH

## CORRESPONDENCE DATA

**Fax Number:** 4156932222  
*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.*

**Phone:** 4156932171  
**Email:** ahiscott@cooley.com  
**Correspondent Name:** Ariana G. Hiscott, Esq. Cooley LLP  
**Address Line 1:** 1299 Pennsylvania Avenue NW, Suite 700  
**Address Line 4:** Washington, D.C. 20004

<b>NAME OF SUBMITTER:</b>	Ariana G. Hiscott
<b>SIGNATURE:</b>	/Ariana G. Hiscott/
<b>DATE SIGNED:</b>	06/14/2017

## Total Attachments: 3

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**NUNC PRO TUNC TRADEMARK ASSIGNMENT**

This NUNC PRO TUNC TRADEMARK ASSIGNMENT (this "Agreement") is dated effective as of August 31, 2015 (the "Effective Date") by and between, Blue Earth, Inc., a Nevada corporation and ZincFive, LLC (f/k/a Blue Earth Energy Power Solutions, LLC, f/k/a Millenium Power Solutions, LLC DBA Blue Earth Energy Power Solutions), an Oregon limited liability company (collectively the "Assignors") and ZINC FIVE, INC. (f/k/a EnSite Power, Inc. d/b/a ZincFive), a Delaware corporation (the "Assignee"). The parties hereinafter collectively referred to as the "Parties."

**RECITALS**

WHEREAS, the Assignors are joint owners of all rights, title and interest in and to the trademark and corresponding registration in the United States as identified on Schedule A hereto (the "Trademark");

WHEREAS, Blue Earth, Inc. and the Assignee entered into a Contribution Agreement on August 31, 2015 (the "Contribution Agreement") regarding the transfer of all their rights, title and interest to and in the assets of Blue Earth Energy Power Solutions, LLC (f/k/a Millenium Power Solutions, LLC). The Contribution Agreement is incorporated herein by reference and made part of the Agreement;

WHEREAS, Assignee hereby represents to Blue Earth, Inc. that it is successor in interest to Blue Earth Energy Power Solutions, LLC in respect of all Blue Earth Energy Power Solutions, LLC's rights and responsibilities in the Contribution Agreement; and

WHEREAS, for avoidance of doubt, Assignors and Assignee wish to enter into an agreement regarding the rights to the Trademark.

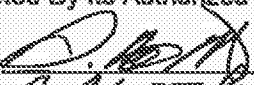
**AGREEMENT**

NOW, THEREFORE, for the consideration set forth in the Contribution Agreement and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby agree as follows:

1. Assignors do hereby irrevocably assign, transfer, and convey to Assignee in perpetuity and throughout the world any and all rights, title and interest they jointly or individually have to the Trademark shown on Schedule A together with the goodwill symbolized by and associated with the use of the same, including all common law use, application, registration, renewal and extension rights, all rights and causes of action accrued, accruing and to accrue under and by virtue hereof, including the right to sue and recover for past infringement, and to receive all damages, payments and costs and fees associated therewith.
2. Assignors make no warranty regarding their rights, title, or interest in the Trademark, or in the status of the Trademark. Blue Earth Energy Power Solutions, LLC accepts the Trademark on an AS IS basis.
3. The Assignors each expressly acknowledge that it is duly authorized to execute and perform this Agreement.
4. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which together shall constitute one agreement.

WHEREFORE, the Assignors hereto have caused this Agreement to be executed.

Blue Earth, Inc.,  
Agreed & Accepted By Its Authorized Representative,

Signature:   
Printed Name: C. Dwight Powell  
Title: President  
Date: 3/27/17

ZincFive, LLC

Agreed & Accepted By Its Authorized Representative,

Signature: [Handwritten Signature]  
Printed Name: Tim Myrell  
Title: CEO  
Date: 3/22/17

ZincFive, Inc.

Agreed & Accepted By Its Authorized Representative,

Signature: [Handwritten Signature]  
Printed Name: Tim Myrell  
Title: CEO  
Date: 3/22/17

**SCHEDULE A**

Mark	Application No.	Registration No.	Goods
UPStealth	86168833	4616579	Class 09 : Batteries; Batteries and battery chargers; Traffic management equipment, namely, display monitors, computers, auto compasses, and software to manage traffic

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