

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM442671

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	08/31/2015		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Blue Earth, Inc.		03/27/2017	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<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		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4819975	RTI CONNECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028427899		
<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>			
<b>Phone:</b>	4156932171		
<b>Email:</b>	ahiscott@cooley.com		
<b>Correspondent Name:</b>	Ariana G. Hiscott, Esq. Cooley LLP		
<b>Address Line 1:</b>	1299 Pennsylvania Avenue NW, Suite 700		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	326680-20000		
<b>NAME OF SUBMITTER:</b>	Ariana G. Hiscott		
<b>SIGNATURE:</b>	/Ariana G. Hiscott/		
<b>DATE SIGNED:</b>	09/11/2017		
<b>Total Attachments: 2</b>			
source=BEI_ZincFive_Nunc Pro Tunc RTI Connect_2017-3-27#page1.tif			
source=BEI_ZincFive_Nunc Pro Tunc RTI Connect_2017-3-27#page2.tif			

CH \$40.00 4819975

## 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 (collectively the "Assignor") and ZINCFIVE, 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 Assignor is the owner 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 its 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, Assignor 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. Assignor does hereby irrevocably assign, transfer, and convey to Assignee in perpetuity and throughout the world any and all rights, title and interest it has 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. Assignor makes no warranty regarding its rights, title, or interest in the Trademark, or in the status of the Trademark. ZINCFIVE, INC. accepts the Trademark on an AS IS basis.
3. The Assignor expressly acknowledges that it is duly authorized to execute and perform this Agreement.
4. This Agreement may be executed in two counterparts, each of which shall be deemed an original and both of which together shall constitute one agreement.

WHEREFORE, the Assignor hereto has caused this Agreement to be executed.

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

Signature: [Signature]  
 Printed Name: G. Robert Lawler  
 Title: President  
 Date: 3/27/17

ZincFive, Inc.  
 Agreed & Accepted By Its Authorized Representative,

Signature: [Signature]  
 Printed Name: Tim Hysell  
 Title: CEO  
 Date: 3/27/17

**SCHEDULE A**

Mark	Application No.	Registration No.	Goods
RTI CONNECT	86327208	4819975	Class 09: Communication software for providing access to the Internet; Computer hardware and software systems for monitoring and managing signalized intersections, data centers, commercial buildings, telecommunication equipment; Downloadable software in the nature of a mobile application for monitoring and managing signalized intersections, data centers, commercial buildings, telecommunication equipment; Electronic communications systems comprised of computer hardware and software for the transmission of data between two points; Electronic LCD display unit with multi-networking (TCP/IP) capabilities; Integrated battery backup systems comprising a battery, an electronic measurement apparatus for use in the measurement of battery health and performance, and a remote computer software program that uses the foregoing data to trend, predict, and store data related to the health of the battery; Remote controls for monitoring and managing signalized intersections, data centers, commercial buildings, telecommunication equipment

I36908189 v4