

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569687

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|---|--|------------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SGE IP Holdco LLC | | 07/31/2019 | Limited Liability Company: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | SGE Energy Sourcing, LLC | | |
| Street Address: | c/o NRG Power Marketing LLC, 804 Carnegie Center | | |
| City: | Princeton | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 08540 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88048145 | STREAM GREEN | |
| Serial Number: | 88129364 | ECO+ | |
| Serial Number: | 88150124 | PROTECTING THE PLANET, MADE SIMPLE | |
| Registration Number: | 3770549 | | |
| Registration Number: | 5256767 | STREAM | |
| Registration Number: | 5355518 | FREE EVERYTHING | |
| Registration Number: | 5654247 | BUDGET POWER | |
| Registration Number: | 3366794 | | |
| Registration Number: | 3442457 | STREAM ENERGY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2124082501 | | |
| <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> | | | |
| Phone: | 212.408.2528 | | |
| Email: | nytmdpt@bakerbotts.com | | |
| Correspondent Name: | Julie B. Albert, of Baker Botts, LLP | | |
| Address Line 1: | 30 Rockefeller Plaza, 45th Floor | | |
| Address Line 4: | New York, NEW YORK 10112 | | |
| ATTORNEY DOCKET NUMBER: | 067244.0208(0243) | | |

CH \$240.00 88048145

| | |
|---|-------------------|
| NAME OF SUBMITTER: | Julie B. Albert |
| SIGNATURE: | /Julie B. Albert/ |
| DATE SIGNED: | 03/31/2020 |
| Total Attachments: 6 source=Apollo - Stream IP Assignment Agreement (Executed)_Active_41490220_1#page1.tif source=Apollo - Stream IP Assignment Agreement (Executed)_Active_41490220_1#page2.tif source=Apollo - Stream IP Assignment Agreement (Executed)_Active_41490220_1#page3.tif source=Apollo - Stream IP Assignment Agreement (Executed)_Active_41490220_1#page4.tif source=Apollo - Stream IP Assignment Agreement (Executed)_Active_41490220_1#page5.tif source=Apollo - Stream IP Assignment Agreement (Executed)_Active_41490220_1#page6.tif | |

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is entered into, effective as of 11:59:59 p.m. Central Prevailing Time on July 31, 2019 (the “Effective Time”), by SGE IP Holdco LLC, a Texas limited liability company (“Assignor”), and SGE Energy Sourcing, LLC, a Delaware limited liability company and an affiliate of Assignor (“Assignee”).

WHEREAS, on May 15, 2019, Stream Gas & Electric, Ltd., a Texas limited partnership (“Seller”), the ultimate parent of Assignor and Assignee, entered into a Purchase and Sale Agreement (the “Purchase Agreement”) by and between Seller and NRG Retail LLC, a Delaware limited liability company (“Buyer”);

WHEREAS, capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement;

WHEREAS, Section 5.14(b) of the Purchase Agreement provides that at or before the Closing, Seller shall, or shall cause the Retained Subsidiaries to contribute, assign, transfer, convey and deliver to an Acquired Company, and the applicable Acquired Company shall acquire and accept from Seller or the applicable Retained Subsidiary, all right, title and interest of such Seller or Retained Subsidiary in and to all Acquired Business Assets;

WHEREAS, pursuant to Section 6.7 of the Purchase Agreement, the obligation of Buyer to purchase the Interests and to take the other actions required to be taken by Buyer at the Closing under the Purchase Agreement is subject Seller having completing all actions designated as “pre-Closing actions” on Schedule 5.14 to the Purchase Agreement;

WHEREAS, Assignor is a Retained Subsidiary;

WHEREAS, all of the trademark registrations identified on Exhibit A hereto (the “Trademarks”) are Acquired Business Assets;

WHEREAS, Assignor has or had addresses at Tollway Center 14675 Dallas Parkway, Ste. 150 Dallas TEXAS 75254 and 1950 STEMMONS FREEWAY, DALLAS, TX 75207;

WHEREAS, Assignee’s address is c/o NRG Power Marketing LLC, 804 Carnegie Center, Princeton, NJ 08540;

WHEREAS, in accordance with the Purchase Agreement, Assignee is the successor to the business, or portion of the business, to which the Trademarks pertain; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignor desires to contribute, assign, transfer, convey and deliver the Assets to Assignee.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged and confessed by the parties hereto, the parties hereto agree as follows:

1. Assignment. Assignor hereby contributes, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby acquires and accepts, all right, title and interest of Assignor in and to all of the Trademarks and related goodwill. Assignee may record this Agreement with the U.S. Patent and Trademark Office, the Secretary of State of Texas, the Secretary of State of Georgia, and any other governmental authority, as applicable.

2. Further Assurances. Assignor and Assignee hereby agree to execute and deliver such additional notices and instruments of conveyance in addition to this Agreement as either one shall reasonably request to evidence more fully the assignment described herein.

3. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legatees, successors and assigns.

4. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto.

5. Amendment. This Agreement shall not be amended or modified except with the express written consent of Assignor and Assignee.

6. Counterparts. This Agreement may be executed in two or more counterparts all of which together shall constitute one and the same instrument. Facsimile signatures or signature received as a pdf attachment to electronic mail shall be treated as original signatures for all purposes hereunder.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to any conflicts of laws principles.

8. Separability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected, impaired, prejudiced or disturbed thereby.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto,
effective for all purposes as of the Effective Time.

ASSIGNOR:

SGE IP HOLDCO LLC

By: 

Name: Mark Schiro

Title: Chief Executive Officer

ASSIGNEE:

SGE ENERGY SOURCING, LLC

By: 

Name: Mark Schiro

Title: Chief Executive Officer

{Signature Page to Trademark Assignment}

Exhibit A

Trademarks

1. Mark: STREAM GREEN

Country: USA

Appl. No. 88/048,145

Filed: 7/23/2018

Class 35: Retail electricity provider services that allow customers to purchase electric and gas energy

2. Mark: ECO+

Country: USA

Appl. No. 88/129,364

Filed: 9/24/2018

Class 35: Retail electricity provider services that allow customers to purchase electric and gas energy

3. Mark: PROTECTING THE PLANET, MADE SIMPLE

Country: USA

Appl. No. 88/150,124

Filed: 10/10/2018

Class 35: Retail electricity provider services that allow customers to purchase electric and gas energy

4. Mark: circle design (color)



Country: USA

Appl. No. 77/793,157

Reg. No. 3770549

Filed: 7/30/2009

Reg. Date: 4/6/2010

Class 39: electricity and natural gas services, namely, the transmission and distribution of electricity and gas

5. Mark: STREAM

Country: USA

Appl. No. 86/630,606

Reg. No. 5,256,767

Filed: 5/15/2015

Reg. Date: 08/01/2017

Class 35: Reseller services, namely, distributorship services in the fields of home and auto insurance services, electricity and natural gas services, remote computer backup services, home security and alarm services, fraud and identity theft protection services; Reseller services, namely, distributorship services in the fields of satellite, cable and DSL television and internet entertainment products and services

Class 38: Telecommunication reseller services, namely, providing long distance telecommunication services, voice telecommunication services, local telephone services and Internet access services

Class 45: Monitoring services, namely, monitoring of credit reports, the Internet, and public records to facilitate the detection and prevention of identity theft and fraud

6. Mark: FREE EVERYTHING

Country: USA

Appl. No. 86/630,601

Reg. No. 5,355,518

Filed: 5/15/2015

Reg. Date: 12/12/2017

Class 35: Reseller services, namely, distributorship services in the fields of home and auto insurance services, electricity and natural gas services, remote computer backup services, home security and alarm services, fraud and identity theft protection services; Reseller services, namely, distributorship services in the fields of satellite, cable and DSL television and internet entertainment products and services

Class 38: Telecommunication reseller services, namely, providing long distance telecommunication services, voice telecommunication services, local telephone services and Internet access services

Class 45: Monitoring services, namely, monitoring of credit reports, the Internet, and public records to facilitate the detection and prevention of identity theft and fraud

7. Mark: BUDGET POWER

Country: USA

Appl. No. 87/919,591

Reg. No. 5,654,247

Filed: 5/14/2018

Reg. Date: 1/15/2019

Class 35: Retail electricity provider services that allow customers to purchase electric and gas energy; Billing services in the sale of electric and gas energy

8. Mark: circle design



Country: USA

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Appl. No. 78/728,771

Reg. No. 3366794

Filed: 10/7/2005

Reg. Date: 1/8/2008

Class 39: Electricity and natural gas services, namely, the transmission and distribution of electricity and gas

9. Mark: STREAM ENERGY

Country: USA

Appl. No. 78/728,783

Reg. No. 3442457

Filed: 10/7/2005

Reg. Date: 6/3/2008

Class 39: Electricity and natural gas services, namely, the transmission and distribution of electricity and gas

10. Mark: IT'S OKAY TO SWITCH. REALLY!

State: Texas

Reg. No. 800555243

Reg. Date: 10/01/2005

11. Mark: STREAM ENERGY

State: Texas

Reg. No. 800555237

Reg. Date: 10/24/2005

12. Mark: DESIGN

Description: A DRAWING OF THE STATE OF GEORGIA WITH A FLAME AND A BLACK CIRCLE THAT HAS A SWIRL THROUGH THE CIRCLE.

State: Georgia

Reg. No. S-25390

Reg. Date: 10/18/2010