

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623610

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RTR Energy Solutions, LLC		01/29/2021	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	ARG Acquisition I, Inc.		
Street Address:	135 Dowlin Forge Road		
City:	Exton		
State/Country:	PENNSYLVANIA		
Postal Code:	19341		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5589288	RTR ENERGY SOLUTIONS LLC	
CORRESPONDENCE DATA			
Fax Number:	6106401965		
<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:	6106405800		
Email:	trademarks@stradley.com		
Correspondent Name:	Stradley Ronon Stevens & Young, LLP		
Address Line 1:	Donna Marie Davidson		
Address Line 2:	30 Valley Stream Parkway		
Address Line 4:	Malvern, PENNSYLVANIA 19355		
ATTORNEY DOCKET NUMBER:	189009-0010		
NAME OF SUBMITTER:	Donna Marie Davidson		
SIGNATURE:	/Donna Marie Davidson/		
DATE SIGNED:	02/01/2021		
Total Attachments: 4			
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SERVICE MARK ASSIGNMENT

This SERVICE MARK ASSIGNMENT (this "Assignment") is effective as of January 29, 2021 by RTR Energy Solutions, LLC, a Pennsylvania limited liability company with its principal place of business at 103 North Morgantown St., Fairchance, Pennsylvania 15436 ("Assignor") to ARG Acquisition I, Inc., a Pennsylvania corporation with its principal place of business at 135 Dowlin Forge Road, Exton, Pennsylvania 19341 ("Assignee").

WHEREAS, Assignee and Assignor are parties to the Asset Purchase Agreement dated December 31, 2020, by and among Assignee, Assignor, and a certain other party named therein (the "APA"), and in connection therewith, Assignor is entering into this Assignment with Assignee to transfer ownership and title to the service mark generally included in the Proprietary Rights (as defined in the APA);

WHEREAS, Assignor is the sole owner of the specific service mark, which is a subset of the Proprietary Rights, as identified and set forth on Schedule A ("Transferred Service Mark");

WHEREAS, Assignor has agreed to sell, assign, transfer, convey, grant, and deliver to Assignee all of Assignor's right, title, and interest in, to, and under the Transferred Service Mark; and

WHEREAS, Assignee has agreed to purchase from Assignor all of Assignors right, title, and interest in, to, and under the Transferred Service Mark.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in this document and in the APA), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Assignor hereby sells, assigns, transfers, conveys, grants, and delivers to Assignee all of Assignor's respective right, title, and interest in, to, and under the Transferred Service Mark, together with the goodwill associated therewith, including all registrations, applications, and common law rights therefor in the United States, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or 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 income, royalties, or payments due or payable as of the time of this Assignment or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Transferred Service Mark, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Director of the United States Patent and Trademark Office and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the Transferred Service Mark to Assignee as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Transferred Service Mark.

Assignor covenants and agrees that it will, upon the reasonable request of Assignee, execute and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to perfect the assignment, conveyance, and transfer of the Transferred Service Mark
hereunder

This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreements made and to be performed entirely within such Commonwealth, without regard to the conflicts of law principles of such Commonwealth.

This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party. Signatures of the parties transmitted by facsimile or electronic mail shall be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR

RTR Energy Solutions, LLC

By: 

Ryan Robinson, President

ASSIGNEE

ARG Acquisition I, Inc.

By: _____

Dennis Zatlín, President

This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreements made and to be performed entirely within such Commonwealth, without regard to the conflicts of law principles of such Commonwealth.

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ASSIGNOR

RTR Energy Solutions, LLC

By: _____

Ryan Robinson, President

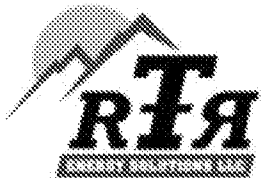
ASSIGNEE

ARC Acquisition I, Inc.

By:  _____

Dennis F. Zafin, President

SCHEDULE A

Mark:	Services:	Serial No./ Filing Date:	Registration No./ Registration Date:
	Business consulting services for the electric energy industry, in International Class 35.	87/791,720 February 9, 2018	5,589,288 October 23, 2018