

SERVICE MARK AGREEMENT

This Agreement is made and entered into by and between Sustainable Technology Environments Program, Inc., a Virginia corporation, 11242 Waples Mill Road, Suite 200, Fairfax, VA 22030 (the "Foundation"), and Telesis Solutions Group, Inc., a New York corporation, 243 Dixon Avenue, Amityville, NY 11701 ("Telesis") (collectively, the "Parties"), effective the date on which the last counterpart is signed ("Effective Date").

WHEREAS, the Foundation is the owner of pending US Service Mark Application Serial No. 85/736,842 (the "'842 Application") (stylized) for



for "[b]usiness services, namely, formulation of best practices for designing, integrating, constructing and operating environmentally sustainable in-building information and technology systems" in International Class 35;

WHEREAS, the Foundation is the owner, through assignment, of U.S. Service Mark Registration No. 4,199,084 (the "'084 Registration") for the word mark STEP for "[b]usiness services, namely, formulation of best practices for designing, integrating, constructing and operating environmentally sustainable in-building audio-visual systems" in International Class 35 (together with the services identified for the '842 Application, the "Foundation Services");

WHEREAS, Telesis is the owner of pending US Service Mark Application Serial No. 85/541,031 the ("'031 Application") (stylized) for



for "[b]usiness consulting services to businesses and companies, namely, analyzing, evaluating, designing, deploying, improving, managing, and/or monitoring new or existing strategic green and sustainable business policies, practices, techniques, and operations for reducing company expenses, improving productivity, increasing operational efficiencies, diminishing company carbon footprint, and positively affecting company profitability; Business consulting services to businesses and companies, namely, rating their new or existing green and sustainable business policies, practices, techniques, and operations and providing customized strategic plans for evaluation, improvement, implementation, management and monitoring of policies, practices, techniques, and operations for improving rating, increasing company profitability and reducing company carbon footprint; Providing web-based on-line portal that provides businesses and companies access to information about their green and sustainable

strategic plan and green and sustainable business practices, techniques, and operations, and the ability to upload and input information about their green and sustainable business practices, techniques, and operations, to monitor progress and benchmarks and update status and rating of their green and sustainable practices, techniques, and operations, and to create models for decision-making purposes and assessment of their green and sustainable practices, techniques, and operations relative to their company's capital expenditures and expenses" in International Class 35 (the "Telesis Services");

WHEREAS, the '842 Application was published for opposition by the U.S. Patent and Trademark Office ("PTO"), and Telesis filed with the PTO an extension of time to oppose this application;

WHEREAS, the PTO has refused registration of the '031 Application under Section 2(d) of the Trademark Act, 15 U.S.C. § 1052(d), based on a likelihood of confusion with the '084 Registration;

The Parties have been using their respective marks concurrently for at least two years in connection with the above-described services and have not encountered any instances of customer or industry confusion as to the source of the services or affiliation of one Party with the other; and

NOW, THEREFORE, in consideration of the mutual undertakings and promises set forth herein, the sufficiency of which is acknowledged, the Parties agree as follows:

1. In view of the Parties' consideration and investigations of their respective marks and their uses, the Parties mutually agree and acknowledge that there is no likelihood of confusion arising out of their respective and concurrent uses or registration on the Principal Register of their respective marks in connection with their respective services identified above.
2. In view of the Parties' consideration and investigations of their respective marks and their uses, the Parties mutually agree and acknowledge that relevant consumers are not likely to believe that the Parties are connected with one another, or that the Parties are the sponsors or sources of each other's respective services.
3. The Parties are not aware of any instances of actual confusion, despite the concurrent use of their respective marks for at least 2 years in connection with their respective services.
4. In order to avoid any possibility of confusion, each Party agrees that it will refrain from altering the stylized form of their respective mark as shown above when used in connection with their respective services identified above in any

manner that makes its mark or services less distinguishable from those of the other Party's mark or services.

5. In the event either Party becomes aware of any actual confusion between the Parties' respective uses of their marks, the Party that perceives the confusion will notify the other Party, and the Parties will cooperate with each other to dispel any such confusion and to mitigate the likelihood of further confusion.
6. Subject to the foregoing, the Foundation does not object to, and hereby provides its consent to, the use and registration on the Principal Register of the STEP mark by Telesis for the Telesis Services, and will not contest, challenge, oppose, or seek cancellation of the STEP mark, its use and Principal Registration thereof for the Telesis Services.
7. Subject to the foregoing, Telesis does not object to, and hereby provides its consent to, the use and registration on the Principal Register of the STEP mark by the Foundation for the Foundation Services, and will not contest, challenge, oppose, or seek cancellation of the STEP mark, its use and Principal Registration thereof for the Foundation Services.
8. The Parties will support each other's efforts to register their respective marks in the United States and any other country or region, and agree to execute such additional documents as the other party requests, provided said documents are lawful and reasonably required to obtain registration.
9. This Agreement will expire if and when either party abandons its use of any mark containing the literal element "STEP" as defined by 15 U.S.C. § 1127.
10. Neither Party will be liable to the other for indirect, consequential, special, incidental, punitive nor exemplary damages, including without limitation lost revenues or profits or loss of business, arising out of a breach of this Agreement.
11. Except as specifically stated herein, the Parties reserve all rights in their respective marks and their common law rights. No waiver, delay or omission in the exercise of any remedy or right herein provided or otherwise available to a party will impair the right of such party thereafter to exercise that remedy or right.
12. This Agreement is binding upon and inures to the benefit of the Parties, and their related companies, and to the successors, assignees, and licensees of their respective marks.
13. This Agreement is not intended to constitute a partnership, employment or agency relationship between the Parties, nor will either Party have any authority to bind the other in any respect, it being intended that each Party is an

independent contractor responsible for its own actions.

14. This Agreement constitutes the entire understanding of the Parties and supersedes all prior understandings, agreements, contracts, and representations, written or oral, regarding the matters addressed herein.
15. Any and all amendments or modifications of this Agreement shall be in writing and signed by both Parties.
16. This Agreement may be executed in counterparts, each of which will constitute an original and all of which will constitute the same instrument. Signatures are permitted to be sent by facsimile or electronic mail.
17. Each signatory to this Agreement who signs on behalf of a Party expressly represents and warrants that he/she has the authority to bind such Party.

SO AGREED.

Sustainable Technology Environments
Program, Inc.

Telesis Solutions
Group, Inc.



Allen Weidman, Executive Director

George Brennan, President

Date: May 20, 2013

Date: 21 May 2013