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OMB No. 0651-0027 (exp. 5/31/2002)

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DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Wells Fargo Bank, National Association

- ☐ Individual(s)
- ☒ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

2. Name and address of receiving party(ies)

Name: **Masterblend International, LLC**

Internal Address: _____

Street Address: **3690 Orange Place, Suite 495**

City: **Beachwood** State: **Ohio** Zip: **44122**

- ☐ Individual(s) citizenship _____
- ☐ Association _____
- ☐ General Partnership _____
- ☒ Limited Partnership _____
- ☐ Corporation-State _____
- ☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☒ Assignment
- ☐ Merger
- ☐ Security Agreement
- ☐ Change of Name
- ☐ Other _____

Execution Date: **January 7, 2002**

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
Please See Exhibit A attached

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Debra A. Kozlowski**

Internal Address: **Sidley Austin Brown & Wood**

Street Address: **Bank One Plaza**
10 S. Dearborn Street

City: **Chicago** State: **IL** Zip: **60603**

6. Total number of applications and registrations involved: **4**

7. Total fee (37 CFR 3.41)..... $ **85.00**

- ☒ Enclosed
- ☒ Authorized to be charged to deposit account

8. Deposit account number:

19-2165

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name of Person Signing	Signature	Date
Debra A. Kozlowski	Debra Kozlowski	January 11, 2001

Total number of pages including cover sheet, attachments, and document: **5**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

03/11/2002 DBYRNE 00000235 192165 1354831
01 FC:481 40.00 OP
02 FC:482 30.00 CH 45.00 OP

EXHIBIT A

Trademark	Registration Number	Registration Date
1. GREENSWARD	1,354,831	August 20, 1985
2. TYLER and DESIGN	1,704,426	August 4, 1992
3. GREENLINKS	1,748,006	January 26, 1993
4. PRAIRIE CREEK	1,749,158	January 26, 1993

ASSIGNMENT

WHEREAS, WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo Bank"), a Minnesota corporation having its principal offices at Sixth Street and Marquette, Minneapolis, Minnesota 55479 hereby assigns all its right, title, and interest in and to all intellectual property including all patents, trademarks, copyrights, and applications for same, trade secrets, and other intellectual property rights pertaining thereto, associated with the Tyler Enterprises division of Ty-Walk Liquid Sales, Inc. (collectively, the "Intellectual Property"), as set forth in Exhibit A, attached hereto.

WHEREAS, MASTERBLEND INTERNATIONAL, LLC ("Masterblend"), an Ohio limited liability company having its principal offices at 3690 Orange Place, Suite 495, Beachwood, Ohio 44122, is acquiring all of Wells Fargo Bank's right, title, and interest in and to the Intellectual Property pursuant to the terms of the Bill of Sale dated January 7, 2002, between Wells Fargo Bank and Masterblend.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Wells Fargo Bank hereby assigns to Masterblend all of its right, title, and interest in and to the Intellectual Property, along with the goodwill associated with the Intellectual Property, and all causes of action, claims, and demands or other rights for or arising from any infringement, including past infringements of the Intellectual Property.

The foregoing assignment is on a where is, as is basis and without representations or warranties of any kind. Wells Fargo disclaims any warranty of title, merchantability, quality or fitness for a particular purpose and any representation or warranty with respect to the accuracy or completeness of Exhibit A hereto.

Wells Fargo Bank will, at any time and from time to time, upon the reasonable request of Masterblend and at Masterblend's expense, do, execute, acknowledge, and deliver all such further acts and deeds, assignments, instruments of transfer or conveyance, registrations for assignments, powers of attorney and assurances as may be required for the assigning, assuring, and confirming to Masterblend, or to its successors and assigns, or for aiding and assisting in collecting and reducing to possession, any or all of Wells Fargo Bank's right, title and interest in and to the Intellectual Property intended to be assigned under this Assignment.

This Assignment will be binding upon the successors, assigns, nominees, or other legal representatives of Wells Fargo Bank.

Executed, this 7th day of January, 2002.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: Ellen J. Roach
Name: Ellen J. Roach
Title: Vice President

TRADEMARK
REEL: 002458 FRAME: 0347

STATE OF MINNESOTA)
) SS:
COUNTY OF HENNEPIN)

BEFORE ME, a Notary Public for said county personally appeared the above-named Ellen Trach of Wells Fargo Bank, National Association, a Minnesota corporation, who acknowledged that he/she did sign the foregoing instrument and that the same is the free act and deed of said corporation, and his/her free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my and official seal at Minneapolis, Minnesota this 4 day of January, 2002.

Judy D. Dudrey
Notary Public

JUDY D. DUDREY
Notary Public
Minnesota
My Commission Expires Jan. 31, 2006

TRADEMARK
REEL: 002458 FRAME: 0348

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