

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Twin Rivers Technologies Limited Partnership		09/27/2007	LIMITED PARTNERSHIP: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Twin Rivers Technologies Quincy, LLC		
Street Address:	780 Washinton Street		
City:	Quincy		
State/Country:	MASSACHUSETTS		
Postal Code:	02169		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2027477	TWIN RIVERS TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	(617)345-1300		
Phone:	617-345-1000		
Email:	cpeters@nixonpeabody.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Carol H. Peters		
Address Line 1:	Nixon Peabody LLP		
Address Line 2:	100 Summer Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	063484-2 (TM ASSIGNMENT)		
NAME OF SUBMITTER:	Carol H. Peters		

Signature:	/carol h peters/
Date:	12/28/2011
Total Attachments: 18 source=Assignment and Assumption Agreement & Asset Transfer Agreement#page1.tif source=Assignment and Assumption Agreement & Asset Transfer Agreement#page2.tif source=Assignment and Assumption Agreement & Asset Transfer Agreement#page3.tif source=Assignment and Assumption Agreement & Asset Transfer Agreement#page4.tif source=Assignment and Assumption Agreement & Asset Transfer Agreement#page5.tif source=Assignment and Assumption Agreement & Asset Transfer Agreement#page6.tif source=Assignment and Assumption Agreement & Asset Transfer Agreement#page7.tif source=Assignment and Assumption Agreement & Asset Transfer Agreement#page8.tif source=Assignment and Assumption Agreement & Asset Transfer Agreement#page9.tif source=Assignment and Assumption Agreement & Asset Transfer Agreement#page10.tif source=Assignment and Assumption Agreement & Asset Transfer Agreement#page11.tif source=Assignment and Assumption Agreement & Asset Transfer Agreement#page12.tif source=Assignment and Assumption Agreement & Asset Transfer Agreement#page13.tif source=Assignment and Assumption Agreement & Asset Transfer Agreement#page14.tif source=Assignment and Assumption Agreement & Asset Transfer Agreement#page15.tif source=Assignment and Assumption Agreement & Asset Transfer Agreement#page16.tif source=Assignment and Assumption Agreement & Asset Transfer Agreement#page17.tif source=Assignment and Assumption Agreement & Asset Transfer Agreement#page18.tif	

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement is made as of September 27, 2007 between Twin Rivers Technologies, Limited Partnership, a limited partnership organized under the laws of the Commonwealth of Massachusetts (the "Assignor"), and Twin Rivers Technologies Quincy, LLC, a Delaware limited liability company (the "Assignee").

Recitals

WHEREAS, Assignor and Assignee are parties to the Asset Transfer Agreement dated as of September 27, 2007 (the "Asset Transfer Agreement") providing for the transfer by Assignor to Assignee of the Transferred Assets (capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Agreement); and

WHEREAS, pursuant to Section 2.4 of the Asset Transfer Agreement, the Assignee shall assume the Assumed Liabilities.

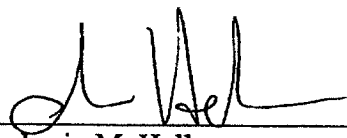
NOW THEREFORE, for good and adequate consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Upon the terms and subject to the conditions set forth in the Asset Transfer Agreement, the Assignor hereby assigns, sets over and transfers to the Assignee all of Assignor's rights, title and interest in and to the Contracts, Permits, Licenses and other intangible assets included in the Transferred Assets, including those items set forth on Schedule A hereto.
2. Upon the terms, and subject to the conditions, of the Asset Transfer Agreement, the Assignee hereby assumes and agrees to satisfy and perform all of the Assumed Liabilities, including, without limitation, those associated with the Transferred Assets set forth on Schedule A.
3. The Assignee hereby agrees and covenants with Assignor, and Assignors successors and assigns, to execute and deliver all such other and further instruments of assumption and undertaking, and to take such other action, as Assignor may reasonably request for the more effective assumption by the Assignee of the Assumed Liabilities.
4. The Assignee is not assuming, and shall not be deemed to have assumed, any obligations or liabilities of Assignor constituting the Excluded Liabilities.
5. Any capitalized term used herein and not defined herein shall have the meaning assigned to it in the Asset Transfer Agreement.
6. This Agreement shall be governed by and construed in accordance with the laws (other than the conflict of laws rules) of the Commonwealth of Massachusetts.

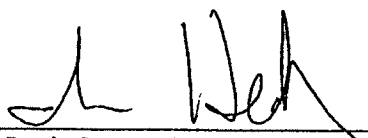
IN WITNESS WHEREOF, the undersigned have executed this Assumption Agreement as of September 27, 2007.

TWIN RIVERS TECHNOLOGIES, LIMITED
PARTNERSHIP

By: Twin Rivers Technologies Business Trust
its General Partner

By: 
Name: Irwin M. Heller
Title: Trustee

TWIN RIVERS TECHNOLOGIES QUINCY, LLC

By: 
Name: Irwin M. Heller
Title: Manager

Schedule A

See Schedules to Asset Transfer Agreement for a list of the Transferred Assets

ASSET TRANSFER AGREEMENT

by and between

TWIN RIVERS TECHNOLOGIES LIMITED PARTNERSHIP

AND

TWIN RIVERS TECHNOLOGIES QUINCY, LLC

September 27, 2007

TABLE OF CONTENTS

1. DEFINITIONS4

2. FORMATION OF LIMITED LIABILITY COMPANY; TRANSFER OF THE ASSETS;
REPRESENTATIONS OF TRANSFEROR.6

 2.1 Formation of Twin Rivers Technologies Quincy, LLC6

 2.2 Transfer of Quincy Business and Assets to the Transferee.....6

 2.3 Excluded Assets7

 2.4 Assumption of Liabilities by Transferee.....8

 2.5 Excluded Liabilities.....9

 2.6 Transfer and Assumption9

 2.7 Representations of Transferor9

3. ASSET TRANSFER CLOSING.10

4. ADDITIONAL COVENANTS.10

 4.1 Further Assurances10

 4.2 Books and Records10

 4.3 Consents11

5. GENERAL.....11

 5.1 Counterparts11

 5.2 Expenses.....11

 5.3 Amendments and Waivers11

 5.4 Succession and Assignment; No Third Party Beneficiary11

 5.5 Entire Agreement11

 5.6 Governing Law.....11

ASSET TRANSFER AGREEMENT

THIS ASSET TRANSFER AGREEMENT (the "Agreement") is made as of September 27, 2007, by and between Twin Rivers Technologies, Limited Partnership, a Massachusetts limited partnership ("Transferor"), and Twin Rivers Technologies Quincy, LLC, a Delaware limited liability company ("Transferee"). Capitalized terms used but not specifically defined herein when first used shall have the meanings set forth in the Agreement and Plan of Merger and Reorganization, dated August 27, 2007 and referred to in the recitals below.

RECITALS

WHEREAS, Transferor is a limited partnership organized and existing under the laws of The Commonwealth of Massachusetts; and

WHEREAS, Transferor is in the business of, among other things, owning and operating a manufacturing facility (the "Quincy Facility") and associated assets located in Quincy, Massachusetts which processes, refines, markets and distributes products derived primarily from vegetable oils, tallow and other natural ingredients (the "Quincy Business and Assets"); and

WHEREAS, Twin Rivers Technologies Holdings, Inc., Twin Rivers Technologies US, Inc. ("Buyer"), Twin Rivers Technologies Acquisition Corp., the Transferor, Twin Rivers Technologies Manufacturing Corporation ("Manufacturing"), Twin Rivers Technologies Natural Ingredients, LLC ("TRTNI"), the Transferee, Irwin M. Heller, Ian S. Edwards, Jeffrey S. McCormick, as representative of the Shareholders of Manufacturing and the Partners of the Transferor, have entered in an Agreement and Plan of Merger and Reorganization dated as of August 27, 2007 (the "Merger and Reorganization Agreement") pursuant to which, after giving effect to the transfers of membership interests and the Merger contemplated therein, all the business and assets of Transferor and Manufacturing, except for certain specified excluded items, will be acquired by the Buyer, subject to the terms of the Merger and Reorganization Agreement; and

WHEREAS, it is a condition precedent to the closing under the Merger and Reorganization Agreement, that the Quincy Business and Assets shall have been transferred from Transferor to Transferee, a newly-formed wholly owned subsidiary of Transferor, as a contribution to the capital of Transferee; and

WHEREAS, (a) Transferor desires to transfer the assets and liabilities relating to the Quincy Business and Assets to the Transferee, all on the terms and subject to the conditions set forth in this Agreement, and (b) the Transferee shall succeed to all of Transferor's rights and obligations with respect to the Quincy Business and Assets, all on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, the transfer of assets and liabilities relating to the Quincy Business and Assets to the Transferee will be disregarded for U.S. federal income tax purposes because the Transferee will be wholly owned by, and disregarded as an entity separate from, Transferor.

NOW, THEREFORE, in consideration of these premises and of the mutual agreements, representations, warranties, provisions and covenants herein contained, and other good and valuable

consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. DEFINITIONS.

As used in this Agreement, the terms defined below shall have the respective meanings hereinafter specified:

“Agreement” has the meaning set forth in the Preamble.

“Asset Transfer Closing” has the meaning set forth in Section 3.

“Asset Transfer Closing Date” has the meaning set forth in Section 3.

“Assignment and Assumption Agreement” has the meaning set forth in Section 2.6.

“Assignment of Patents, Patent Applications, Copyrights, Trademarks, Trademark Applications and Goodwill” has the meaning set forth in Section 2.6.

“Assumed Liabilities” has the meaning set forth in Section 2.4.

“Bill of Sale” has the meaning set forth in Section 2.6.

“Buyer” has the meaning set forth in the Recitals.

“Closing Balance Sheet” has the meaning set forth in Section 2.4(b)(v).

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Contracts” has the meaning set forth in Section 2.2(e).

“Deeds” has the meaning set forth in Section 2.6.

“Employee Benefit Plans” has the meaning set forth in Section 2.2(h).

“Excluded Assets” has the meaning set forth in Section 2.3.

“Excluded Liabilities” has the meaning set forth in Section 2.5.

“Governmental Authority” shall mean any United States Federal, State or local or any foreign governmental, regulatory or administrative authority or agency, court, arbitral tribunal or commission.

“Intellectual Property” means all trade names, corporate names, trademarks, service marks, trade dress, patents, patent applications, and other patent rights, and copyrights owned or used by the Transferor, including without limitation those listed on Schedule 2.2(c).

“Liability” means any liability or obligation (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether incurred or consequential and whether due or to become due), including any liability for Taxes.

“Manufacturing” has the meaning set forth in the Recitals.

“Merger and Reorganization Agreement” has the meaning set forth in the Recitals.

“Ordinary Course of Business” shall mean the ordinary course of business of Transferor consistent with past custom and practice for the applicable business operations of Transferor, including past practice with respect to quantity and frequency and the standard employment and payroll policies and practices of Transferor.

“Quincy Business and Assets” has the meaning set forth in the Recitals.

“Quincy Facility” has the meaning set forth in the Recitals.

“Real Property” has the meaning set forth in Section 2.2(j).

“Tax” or “Taxes” shall mean any federal, state, county, local, foreign or other income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar, including FICA), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind or any charge of any kind in the nature of (or similar to) taxes whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

“Transaction Documents” shall mean this Agreement, the Bill of Sale, the Deeds, the Assignment of Patents, Patent Applications, Copyrights, Trademarks, Trademark Applications and Goodwill, the Assignment and Assumption Agreement, and all other documents and instruments to be delivered at the Asset Transfer Closing pursuant to this Agreement.

“Transferee” has the meaning set forth in the Preamble.

“Transferor” has the meaning set forth in the Preamble.

“Transferred Assets” has the meaning set forth in Section 2.2.

“Transferred Insurance Policies” has the meaning set forth in Section 2.2(i).

“TRTNI” has the meaning set forth in the Recitals.

“TRTPA” has the meaning set forth in Section 2.3(a).

In addition to the definitions referred to above:

(a) The words "hereof", "herein", "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular Section or provision of this Agreement, and reference to a particular Section of this Agreement shall include all subsections thereof;

(b) References to a Section, Schedule or Exhibit are to a Section of, or Schedule or Exhibit to, this Agreement;

(c) Definitions shall be equally applicable to both the singular and plural forms of the terms defined; and

(d) The masculine, feminine and neuter genders shall each include the other.

2. **FORMATION OF LIMITED LIABILITY COMPANY; TRANSFER OF THE ASSETS; REPRESENTATIONS OF TRANSFEROR.**

2.1. Formation of Twin Rivers Technologies Quincy, LLC. Transferor has formed a Delaware limited liability company under the name "Twin Rivers Technologies Quincy, LLC" by filing the Certificate of Organization on August 7, 2007, with the Secretary of State of the State of Delaware, a copy of which is attached hereto as Exhibit A. As the sole member of such limited liability company, Transferor has entered into a limited liability company agreement for such limited liability company.

2.2. Transfer of Quincy Business and Assets to the Transferee. Transferor agrees to transfer to the Transferee as a contribution to Transferor's capital account in the Transferee, and Transferor shall cause the Transferee to accept from Transferor, prior to the Closing, subject to and upon the terms and conditions contained herein, all of the assets other than the Excluded Assets (as defined in Section 2.3), included in the Quincy Business and Assets (the "Transferred Assets"), subject to the Assumed Liabilities. The Transferred Assets shall include without limitation:

(a) All assets owned by Transferor at the time of transfer located at the Quincy Facility or used in or in connection with the Quincy Business and Assets, including the following assets, to the extent relating to the Quincy Business and Assets: (A) all tangible personal property (such as machinery, equipment, inventories, raw materials, supplies, manufactured and purchased parts, works in progress, finished goods, furniture, office machines, computer hardware, software and systems, fixtures, automobiles, trucks, tractors, trailers, tools, laboratory equipment), and (B) all accounts receivable, notes receivable, cash equivalents, securities, prepaid expenses, advances, security deposits and other sums owed or payable, or to become owed or payable, to Transferor, and other current assets of Transferor relating to the Quincy Business and Assets;

(b) All rights of Transferor (including rights derived from third parties) under all licenses, permits, authorizations, orders, registrations, certificates, variances, approvals, consents and franchises used or useful in connection with the operation of the Quincy Business and Assets, whether or not the same was issued under Transferor's exact name, or any pending applications relating to any of the foregoing, including without limitation all governmental permits, licenses, authorizations, approvals and consents described in Schedule 2.2(b);

(c) All Intellectual Property, goodwill associated therewith, licenses and sublicenses granted in respect thereto and rights thereunder, remedies against infringements thereof and rights to protection of interest therein, including without limitation all of the right of Transferor to the use of the name Twin Rivers Technologies and any variations thereof, and including the Intellectual Property described in Schedule 2.2(c);

REDACTED

REDACTED

REDACTED


REDACTED

REDACTED

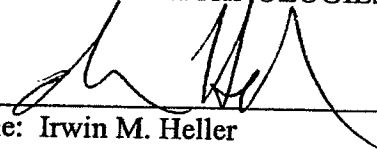
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written

TWIN RIVERS TECHNOLOGIES, LIMITED
PARTNERSHIP

By: Twin Rivers Technologies Business Trust, its
General Partner

By 
Name: Irwin M. Heller
Title: Trustee

TWIN RIVERS TECHNOLOGIES QUINCY, LLC

By 
Name: Irwin M. Heller
Title: Manager

LIST OF ANNEXES AND SCHEDULES

<u>Exhibit No.</u>	<u>Description</u>
Exhibit A	Certificate of Organization of Transferee
Exhibit B	Form of Bill of Sale
Exhibits C-1 to C-6	Forms of Deeds
Exhibit D	Form Assignment of Patents, Patent Applications, Copyrights, Trademarks, Trademark Applications and Goodwill
Exhibit E	Form of Assignment and Assumption Agreement
<u>Schedule No.</u>	<u>Description</u>
Schedule 2.2(b)	Permits
Schedule 2.2(c)	Intellectual Property
Schedule 2.2(e)	Contracts
Schedule 2.2(h)	Employee Benefit Plans
Schedule 2.2(i)	Transferred Insurance Policies
Schedule 2.2(j)	Real Property
Schedule 2.7(a)	Liens and Encumbrances
Schedule 4.3	Required Consents and Approvals

Schedule 2.2(c)

INTELLECTUAL PROPERTY

Patents and Patent Applications:

Registrant	Country	Application No.	Filing Date	Patent No.	Issue Date	Title	Status
Twin Rivers L.P.	US	08/787,370	1/22/1997	5,892,072	4/6/1999	C 12-16-90 Percent Fatty Acids and a Process of Making Same	Active ¹
Twin Rivers L.P.	US	10/487,430 (Pub. No. 2005012062 0)	8/16/2002			Use of a Natural-Oil Byproduct as a Reduced-Emissions Energy Source	Pending
Twin Rivers L.P.	US	09/939,225	8/24/2001	6,740,134	5/25/2004	Use of a Natural-Oil Byproduct as a Reduced- Emissions Energy Source	Active
Twin Rivers L.P.	Canada	2457825	8/16/2002			Use of a Natural-Oil Byproduct as a Reduced- Emissions Energy Source	Pending
Twin Rivers L.P.	US	11/071,131	3/2/2005	7,169,946	1/30/2007	Alternatives to Distilled Oleo Chemicals in Derivatives and Production Thereof	Active

REDACTED

REDACTED

Trademarks and Trademark Applications:

Registrant	Country	Serial No.	Filing Date	Reg. No.	Reg. Date	Mark	Status
Twin Rivers L.P. ²	US	74/521,195	5/4/2004	2,027,453	12/31/2006	ENVIRODIESEL	Renewal Pending
Twin Rivers L.P.	US	77/069,376	12/21/2006			ENVIROHEAT	Pending

Common Law Trademarks:

Twin Rivers L.P. claims common law trademarks in the marks "Natural Ingredients", "The Future is Clear" and "Enviroethanol" and common law design marks in logos for Twin Rivers Technologies and EnviroDiesel (see Exhibit A hereto which contains both logos.)

REDACTED

² co-owned with World Energy Alternatives LLC.