

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Scientific Oil Solutions, Inc.		08/30/2012	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
Name:	Harvest Marketing, Inc.		
Street Address:	6450 Manor Drive		
City:	Burr Ridge		
State/Country:	ILLINOIS		
Postal Code:	60527		
Entity Type:	CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Serial Number:	77498689	OILFLEX	
<b>CORRESPONDENCE DATA</b>			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	630-989-1797		
Email:	papanton@comcast.net		
Correspondent Name:	James A Papanton		
Address Line 1:	6450 Manor Drive		
Address Line 4:	Burr Ridge, ILLINOIS 60521		
NAME OF SUBMITTER:	James A Papanton		
Signature:	/James/ A /Papanton/		
Date:	09/13/2012		
Total Attachments: 2			
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source=Trademark sale agreement OILFLEX Scientific Oil Solutions to Harvest Marketing#page2.tif			

OP \$40.00 77498689

## **TRADEMARK ASSIGNMENT**

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This Trademark Assignment (the Agreement) is made and effective this 30th day of August, 2012, **BETWEEN: Scientific Oil Solutions, Inc.** (the 'Assignor'), a corporation organized and existing under the laws of the Illinois with its head office located at 6450 Manor Drive, Burr Ridge, IL 60527-5768 AND **Harvest Marketing, Inc.** (the 'Assignee'), a corporation organized and existing under the laws of the Illinois with its head office located at 6450 Manor Drive, Burr Ridge, IL 60527-5768

WHEREAS, Assignor, is the owner of that certain trademark identified as follows: [OILFLEX], (the Trademark) a registered Trademark, USPTO, Registration Number 3571974, Serial Number 77498689. Registration Date February 10, 2009 ; and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademark.

NOW, the parties agree as follows:

### **1. ASSIGNMENT**

Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.

### **2. CONSIDERATION**

In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of 1,000.00, payable on August 30, 2012.

### **3. REPRESENTATIONS AND WARRANTIES**

Assignor represents and warrants to Assignee:

- a. Assignor has the right, power and authority to enter into this Agreement;
- b. Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
- c. The Trademark is free of any liens, security interests, encumbrances or licenses;
- d. The Trademark does not infringe the rights of any person or entity;
- e. There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- f. This Agreement is valid, binding and enforceable in accordance with its terms; and
- g. Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
- h. the Assignee can register and dispose of the copyright in the Work in the Assignee's own name.

### **4. ATTORNEY'S FEES**

Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their

reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

**5. ENTIRE AGREEMENT**

This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

**6. AMENDMENT**

This Agreement may be amended only by a writing signed by both parties.

**7. SEVERABILITY**

If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

**8. AGREEMENT TO PERFORM NECESSARY ACTS**

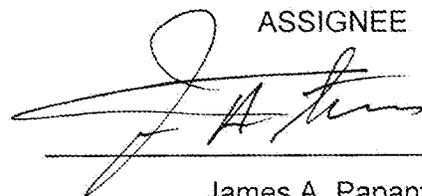
Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

**9. GOVERNING LAW**

This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNOR  
  
\_\_\_\_\_  
James A. Papanton  
President

ASSIGNEE  
  
\_\_\_\_\_  
James A. Papanton  
President

Scientific Oil Solutions, Inc.  
6450 Manor Drive  
Burr Ridge, IL 60527-5768  
Tel. 630-989-1797  
Email: papanton@comcast.net

Harvest Marketing, Inc.  
6450 Manor Drive  
Burr Ridge, IL 60521-5768  
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Email: papanton@comcast.net