

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Moltan Company, L.P.		02/28/2013	LIMITED PARTNERSHIP: TENNESSEE

**RECEIVING PARTY DATA**

Name:	EP Minerals, LLC
Street Address:	9785 Gateway Drive
City:	Reno
State/Country:	NEVADA
Postal Code:	89521
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	3973151	M
Registration Number:	2289925	M MOLTAN CO. SAFETY ABSORBENT
Registration Number:	1499136	ULTRASORB
Registration Number:	1745020	OPTISORB
Registration Number:	3153991	SELECTSORB
Registration Number:	2825913	XTRASORB PLUS
Registration Number:	2736164	THRIFTY-SORB
Registration Number:	3559323	SUPERIOR OIL ABSORBENT
Registration Number:	3659101	HI-DRI
Registration Number:	3165031	THOROUGHBED
Registration Number:	3165196	ZEO LOCK NATURAL ODOR CONTROL
Registration Number:	2736166	SANI-CAT
Registration Number:	1995264	SANI-SCOOP
Registration Number:	1184046	NIFTY CAT

OP \$390.00 3973151

**TRADEMARK**

Serial Number:

85791242

GAME CHANGER

**CORRESPONDENCE DATA**

Fax Number:

3129779959

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone:

312-235-4766

Email:

nbulman@millermatthiashull.com

Correspondent Name:

Nicole M. Bulman

Address Line 1:

One North Franklin Street

Address Line 2:

Suite 2350

Address Line 4:

Chicago, ILLINOIS 60606

NAME OF SUBMITTER:

Nicole M. Bulman

Signature:

/Nicole M. Bulman/

Date:

03/26/2013

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement"), dated as of February 28, 2013, is by Moltan Company, L.P. ("Assignor"), in favor of EP Minerals, LLC ("Assignee").

### RECITALS:

**WHEREAS**, Assignor and Assignee, inter alia, are parties to that certain Asset Purchase Agreement, dated as of February 28, 2013 (the "Asset Purchase Agreement"), pursuant to which Assignee is acquiring certain assets, and assuming certain of the obligations and liabilities, of Assignor, upon the terms and subject to the conditions more fully set forth therein;

**WHEREAS**, Assignor is the owner of the trademarks for which an application has been filed or registration issued in the United States Patent and Trademark Office and other comparable authorities in the applicable jurisdiction, in each case as identified in Schedule 1 attached hereto (collectively, the "Assigned Trademarks");

**WHEREAS**, Assignee wishes to acquire all of Assignor's right, title and interest in the Assigned Trademarks in the applicable jurisdictions; and

**WHEREAS**, the execution and delivery of this Agreement by Assignor is a condition to the obligation of Assignee to consummate the transactions contemplated by the Asset Purchase Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Assignor hereto covenants and agrees as follows (all capitalized terms used in this Agreement and not defined herein shall have the same meanings ascribed to them in the Asset Purchase Agreement):

1. Incorporation of Recitals. The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by reference.

2. Assignment of Assigned Trademarks. Assignor does hereby assign unto Assignee all right, title, and interest in and to the Assigned Trademarks in the applicable jurisdictions, together with the goodwill of the business symbolized by the Assigned Trademarks. Assignor and Assignee hereby consent to and request recordation of this Agreement and further authorize and request that all official documents and communications relating to the Assigned Trademarks issue and deliver to Assignee, its attorneys, agents, successors or assigns.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all registrations for Assigned Trademarks of the United States to Buyer as assignee of Assignor's entire interest in the Assigned Trademarks.

3. Governing Law. This Agreement and its validity, construction and performance shall be governed in all respects by the Laws of the State of Delaware applicable to contracts made and wholly performed in such state.

4. Severability. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

5. Terms of the Asset Purchase Agreement. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the fullest extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

**[Signature page follows]**

Dated: February 28, 2013

**MOLTAN COMPANY, L.P.**, a Tennessee limited partnership

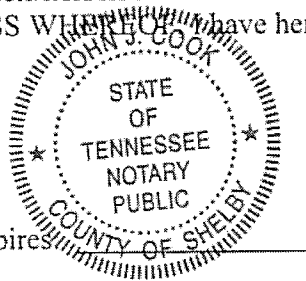
By: **MOLTAN COMPANY, LLC**, a Tennessee limited liability company, its general partner

By: Cheryl Followell  
Name: Cheryl Followell  
Its: Chief Manager

STATE OF Tennessee  
COUNTY OF Shelby

On this 28<sup>th</sup> day of February, 2013, before me a Notary Public, personally appeared Cheryl Followell known personally to me to be the Chief Manager of Moltan Company LLC and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



[Signature]  
Notary Public

My commission expires \_\_\_\_\_

My commission expires: June 21, 2016

Dated: 2/27/2013

EP MINERALS, LLC

By   
Name: David Keselica  
Title: Chief Executive Officer

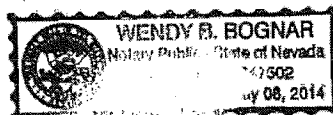
STATE OF Nevada  
COUNTY OF Washoe

On this 27<sup>th</sup> day of February, 2013, before me a Notary Public, personally appeared David Keselica known personally to me to be the Chief Executive Officer of EP Minerals, LLC and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
Notary Public

My commission expires: 5/8/2014



**Schedule 1**

**Assigned Trademarks**

	<b>Serial #</b>	<b>Registration #</b>	<b>Date Registered</b>
Moltan Company M w/drop Logo	85083182	3973151	6/7/2011
<b>Absorbents</b>			
Moltan Safety Absorbent	75/439624	2289925	11/2/1999
UltraSorb	73/705748	1499136	1/15/1988
OptiSorb	74/236723	1745020	1/5/1993
OptiSorb – Canada		427516	2/18/2009
SelectSorb	78/752395	3153991	10/10/2006
XtraSorb Plus	76/389842	2825913	3/23/2004
Thrifty Sorb	76389827	2736174	7/15/2003
Superior Oil Absorbent	77544668	3559323	1/6/2009
Hi-Dri	77/478981	3659101	7/21/2009
<b>Rare Earth</b>			
ThoroughBed	78/741508	3165031	10/31/2006
ZEO LOCK NATURAL ODOR CONTROL	78/767846	3165196	10/31/2006
Sani-Cat	76/389838	2736166	7/15/2003
Sani-Scoop	74/707998	1995264	8/20/1996
Nifty Cat	73/208551	1184046	12/29/1981
Nifty Cat Canada		TMA 320483	6/19/87
Game Changer	85791242		11/30/2012