

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Storm Lake, Inc.		08/16/2013	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	TMRI, Inc.		
Street Address:	3172 Montanna Highway 35		
City:	Kalispell		
State/Country:	MONTANA		
Postal Code:	59901		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3365126	STORM LAKE BARRELS	
CORRESPONDENCE DATA			
Fax Number:	3367338473		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(336) 721-3747		
Email:	trademarkswinston@wcsr.com		
Correspondent Name:	Randel S. Springer		
Address Line 1:	Womble Carlyle Sandridge & Rice, LLP		
Address Line 2:	One West Fourth Street		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101		
ATTORNEY DOCKET NUMBER:	27584.0832.1		
NAME OF SUBMITTER:	Randel S. Springer		
Signature:	/Randy Springer/		

Date:

08/28/2013

**Total Attachments: 4**

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## INTELLECTUAL PROPERTY ASSIGNMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT** (this "Assignment"), is made as of the 16<sup>th</sup> day of August, 2013 (the "Effective Date") by **STORM LAKE, INC.**, a Tennessee corporation with a place of business at 5900 Highway 321 North, Lenoir City, TN 37771 ("Assignor") in favor of **TMRI, INC.**, a Delaware corporation with a place of business at 3172 Montana Highway 35, Kalispell, MT 59901 ("Assignee"). Capitalized terms used in this Assignment but not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

**WHEREAS**, this Assignment is entered into pursuant to Section 2.04 of the Asset Purchase Agreement, dated as of August 16, 2013 (the "Asset Purchase Agreement"), by and among Assignee, Assignor, Fairway Capital LLC and David G. Tarlton, whereby the parties thereto agreed to execute additional documents and instruments in order to transfer certain intellectual property in accordance with the terms and conditions of the Asset Purchase Agreement;

**WHEREAS**, Assignor is the owner of the trademark described in Exhibit A, attached hereto and incorporated by reference herein (the "Intellectual Property"); and

**WHEREAS**, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Intellectual Property.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers, assigns, delivers, and contributes to Assignee: (i) all of Assignor's right, title, and interest of whatever kind in and to the Intellectual Property in the United States and all jurisdictions outside the United States (including, without limitation, the right to obtain renewals, reissues and extension of any registrations included in the Intellectual Property, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Intellectual Property, and any priority right that may arise for the Intellectual Property), (ii) all goodwill of the business connected with and symbolized by the Intellectual Property and (iii) all rights to sue for and recover damages and profits based on any past, present or future infringement and/or dilution of any of Assignor's rights in or to the Intellectual Property or injury to the goodwill associated with the Intellectual Property, whether known or unknown, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor irrevocably authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Exhibit A to Assignee as assignee of Assignor's entire right, title, and interest therein, upon request by Assignee.

Assignor shall, at any time and from time to time after the date hereof, upon the reasonable request of Assignee, execute, acknowledge and deliver to Assignee all such further deeds, assignments, transfers, conveyances, powers of attorney and assurances, and take all such further actions, as Assignee deems necessary or desirable to give effect to the transactions contemplated by this Assignment. In the event Assignor does not promptly take such action as reasonably requested by Assignee, Assignor shall be deemed to have granted to Assignee as its true and lawful attorney-in-fact and agent with full power of substitution and reconstitution for him and in his name, place and stead in any and all capacities to execute in the name of Assignor any and all such further reasonable actions as Assignee deems necessary or desirable to give effect to the transactions contemplated by this Assignment, granting unto said attorney-in-fact and agent and full power and authority to do and perform each and every reasonable action required or necessary to be done to give effect to the transactions contemplated by this Assignment, as fully as Assignor might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent or its substitute or substitutes, may lawfully do or cause to be done by thereof.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to such State's conflicts of laws principles.

*{Signature page follows}*

IN WITNESS WHEREOF, Assignor hereto has executed this Assignment as of the day and year first written above.

**ASSIGNOR:**

Storm Lake, Inc.

By: 

\_\_\_\_\_  
Name: David G. Tarlton

Title: President

[Signature Page to Storm Lake Intellectual Property Assignment]

TRADEMARK  
REEL: 005099 FRAME: 0215

**EXHIBIT A**

**Intellectual Property**

**Trademarks**

<u>Mark</u>	<u>United States Registration No.</u>	<u>Registration Date</u>
STORM LAKE BARRELS	3,365,126	January 8, 2008