

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
Evergreen Holdings, Inc.		09/12/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Evergreen Oil, Inc.		
Street Address:	2415 Campus Drive		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1636629	EVERGREEN	
CORRESPONDENCE DATA			
Fax Number:	6173053124		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	dpost@davismalm.com		
Correspondent Name:	Daniel T. Janis, Esq.		
Address Line 1:	One Boston Place, 37th Floor		
Address Line 2:	Davis, Malm & D'Agostine, P.C.		
Address Line 4:	Boston, MASSACHUSETTS 02108		
ATTORNEY DOCKET NUMBER:	1201-180		
NAME OF SUBMITTER:	Jacob Voogd		
Signature:	/Jacob Voogd/		
Date:	09/17/2013		
Total Attachments: 3 source=Evergreen Holding Trademark Assignment#page1.tif source=Evergreen Holding Trademark Assignment#page2.tif source=Evergreen Holding Trademark Assignment#page3.tif			

OP \$40.00 1636629

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is dated as of September 12 2013 and is made from Evergreen Holdings, Inc., a Delaware corporation ("Assignor"), to Evergreen Oil, Inc., a California corporation ("Assignee").

### RECITALS

WHEREAS, Assignor has adopted and used and is using in commerce the trademark set forth in the attached Schedule 1 (the "Trademark"); and

WHEREAS, pursuant to the Stock Purchase Agreement dated as of July 10, 2013, by and among a direct, wholly-owned subsidiary of Assignor, Assignee and the other parties thereto, Assignor wishes to transfer to Assignee, and Assignee wishes to acquire from Assignor, the Trademark and the goodwill associated with the Trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, delivers and conveys to Assignee all of its rights, title and interests in and to the Trademark, the goodwill of the business symbolized by the Trademark, all registrations and applications for registration thereof, if any, all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past infringement of said Trademark, and all records and files relating to said Trademark, provided, however, Assignor may keep the name "Evergreen Holdings, Inc." as its corporate name (not to be used for the conduct of activities that are the same as the Business (as defined in the Stock Purchase Agreement)). This Trademark Assignment will be governed by the laws of the Commonwealth of Massachusetts without regard to application of its conflicts of laws principles that would result in the law of another jurisdiction applying to this Trademark Assignment.

Assignor hereby covenants and agrees to prepare, execute and deliver all instruments, applications, forms and other documents, to provide all testimony and to take all actions and do all lawful things reasonably requested of Assignor by Assignee to carry out and fulfill the purposes and intent of this Trademark Assignment, all without further consideration but at the expense of the Assignee.

Assignor hereby requests the U.S. Commissioner of Patents and Trademarks and the applicable foreign authorities to record this Trademark Assignment.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the undersigned has executed, made and delivered this Trademark Assignment under seal as of the date first set forth above.

EVERGREEN HOLDINGS, INC.

By: [Signature]  
Name: Jacob Voogd  
Title: Chairman & CEO

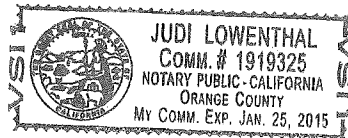
State of California

\_\_\_\_\_, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person who signed the preceding or attached document in my presence, and who swore or affirmed to me that the contents of this document are truthful and accurate to the best of his knowledge and belief.

\_\_\_\_\_  
Notary Public:  
My commission expires

State of California, County of Orange  
On Sept. 12, 2013 before me, Judi Lowenthal, Notary Public,  
Personally appeared JACOB VOOGD  
who proved to me on the basis of satisfactory evidence to be the person(s)  
whose name(s) is/are subscribed to the within instrument and acknowledged  
to me that he/she/they executed the same in his/her/their authorized capacity(ies),  
and that by his/her/their signature(s) on the instrument the person(s), or the entity  
upon behalf of which the person(s) acted, executed the instrument.  
I certify under PENALTY OF PERJURY under the laws of the State of California  
that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal. Judi Lowenthal



SCHEDULE 1

to

TRADEMARK ASSIGNMENT

Registered Trademark:

<u>Mark</u>	<u>Type of Mark</u>	<u>Registration #</u>	<u>Serial #</u>	<u>Registration Date</u>
Evergreen	Typed Drawing	1636629	74060938	March 5, 1991