

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
Essential Metals Corporation		10/09/2013	CORPORATION: IDAHO
RECEIVING PARTY DATA			
Name:	Formation Metals, U.S.		
Street Address:	370 17TH STREET, SUITE 3800		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3143015	SUNSHINE	
CORRESPONDENCE DATA			
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>			
Email:	nytmdpt@bakerbotts.com, suzanne.hengl@bakerbotts.com		
Correspondent Name:	Suzanne Hengl, Baker Botts LLP		
Address Line 1:	30 Rockefeller Plaza, 45th Floor		
Address Line 4:	New York, NEW YORK 10112		
ATTORNEY DOCKET NUMBER:	080926.XXXX		
NAME OF SUBMITTER:	Suzanne Hengl		
Signature:	/Suzanne Hengl/		
Date:	11/18/2013		
Total Attachments: 2 source=EMC-FMUS Assignment of Trademark 100913#page1.tif source=EMC-FMUS Assignment of Trademark 100913#page2.tif			

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## ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark is made and entered into as of this 9th day October, 2013 (the "Effective Date"), by and between Essential Metals Corporation, an Idaho corporation ("Assignor") and Formation Metals, U.S., a Nevada corporation ("Assignee").

WHEREAS, Assignor wishes to assign all rights, title and interest that it may have in and to the mark "SUNSHINE," previously registered at the U.S. Patent and Trademark Office under Registration No. 3,143,015, together with all past and present residual goodwill that may exist in connection with such mark (the "Assigned Trademark").

WHEREAS, Assignee wishes to acquire all rights, title and interest in and to the Assigned Trademark, whether registered or unregistered, together with all of the goodwill associated with the Assigned Trademark that may exist.

NOW, THEREFORE, in consideration of the above Recitals, which are incorporated herein by this reference, and for other goods and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

Assignor hereby assigns to Assignee all of its worldwide rights, title and interest, past and present, in and to the Assigned Trademark, together with all of its common law rights and goodwill, that may exist in the United States or anywhere else in the world, and any claims, demands and causes of action for the past infringement of the Assigned Trademark or for unfair competition in business in connection therewith, the same to be held and enjoyed by Assignee, its successors, assigns or other legal representatives as fully and entirely as the same would or could have been held and enjoyed by Assignor had this Assignment of Trademark not been made.

Assignor warrants that there are no past, pending or, to Assignor's knowledge, threatened third party legal claims with respect to the use or registration of the Assigned Trademark and agrees to indemnify and hold harmless Assignee from any such previous claims.

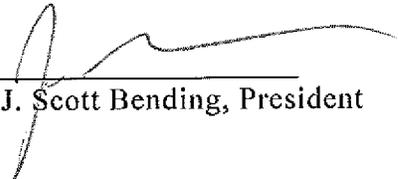
Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Assigned Trademark. Assignor will, at the reasonable request of Assignee, at Assignee's cost but without demanding any further consideration therefor, execute, acknowledge and record specific assignments, oaths, declarations and other documents prepared by Assignee to assist Assignee in obtaining, perfecting, an/or sustaining the Assigned Trademark. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment of Trademark, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact

with full power of substitution to act for and on their behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

ASSIGNOR:

ESSENTIAL METALS CORPORATION

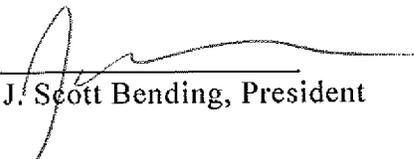
Dated: October 9, 2013

By:   
\_\_\_\_\_  
J. Scott Bending, President

ASSIGNEE:

FORMATION METALS, U.S.

Dated: October 9, 2013

By:   
\_\_\_\_\_  
J. Scott Bending, President

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