

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM306032

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Spruce Creek Company		03/14/2014	PARTNERSHIP: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Senox Corporation		
<b>Street Address:</b>	15409 Long Vista Drive		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78728		
<b>Entity Type:</b>	CORPORATION: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2079955	SPRUCE CREEK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5129062075		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	512-906-2074		
<b>Email:</b>	wilson@dcllegal.com		
<b>Correspondent Name:</b>	Sherri Wilson		
<b>Address Line 1:</b>	3811 Bee Cave Rd, Suite 204		
<b>Address Line 2:</b>	Denko Coburn Lauff LLP		
<b>Address Line 4:</b>	Austin, TEXAS 78746		
<b>ATTORNEY DOCKET NUMBER:</b>	21299-039TP1		
<b>NAME OF SUBMITTER:</b>	Sherri Wilson		
<b>SIGNATURE:</b>	/Sherri Wilson/		
<b>DATE SIGNED:</b>	05/30/2014		
<b>Total Attachments: 6</b>			
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CH \$40.00 2079955

TRADEMARK

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

THE SPRUCE CREEK COMPANY

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) PENNSYLVANIA  
Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) 03/07/2014  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: SENOX CORPORATION

Street Address: 15409 LONG VISTA DRIVE

City: AUSTIN

State: TEXAS

Country: USA Zip: 78728

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship TEXAS
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s)  
2,079,955

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

SPRUCE CREEK

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: SHERRI WILSON

Internal Address: DENKO COBURN LAUFF LLP

Street Address: 3811 BEE CAVE ROAD, SUITE 204

City: AUSTIN

State: TEXAS Zip: 78746

Phone Number: 512-906-2074

Docket Number: 21299-039TP1

Email Address: WILSON@DCLLEGAL.COM

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number 505159

Authorized User Name SHERRI WILSON

**9. Signature:** \_\_\_\_\_ /SHERRI WILSON/

\_\_\_\_\_ 05/30/2014

Signature

Date

SHERRI WILSON

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## EXHIBIT D

## TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between The Spruce Creek Company ("Assignor") and Senox Corporation ("Assignee").

WHEREAS, Assignor is the owner of the actual trademark identified as follows: SPRUCE CREEK, US Serial Number 74719815 and US Registration Number 2079955 (the "Trademark"); and

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

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration the adequacy of which is hereby acknowledged, 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 \$10.00.

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 in all jurisdictions pertaining hereto; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

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 (including all court 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. There are no amendments, exhibits, or additional terms.

6. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.

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, except as mandated by the ruling.

8. Agreement to Perform Necessary Acts. Assignor 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; Venue. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Texas. Venue for any legal action taken under this Agreement shall be Travis County, Texas.

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

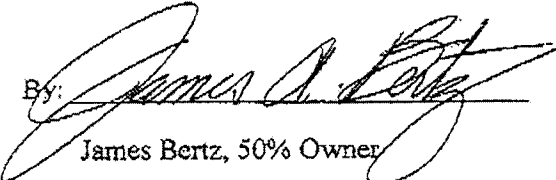
Effective Date: 3/7/14

ASSIGNEE: Senox Corporation

ASSIGNOR: The Spruce Creek Company

By: 

A.B. Walters, President

By: 

James Bertz, 50% Owner

By: \_\_\_\_\_

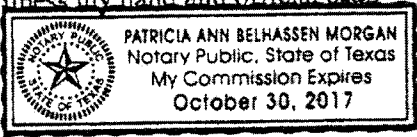
Edward Guenot, 50% Owner

State of Texas

County of Travis

On March 7, 2014 before the undersigned authority, personally appeared A.B. Walters, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



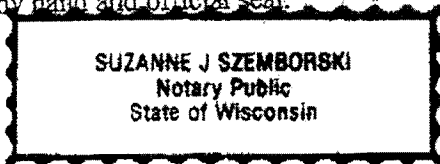
Patricia Ann Belhassen Morgan  
Notary

State of Wisconsin

County of Waukesha

On March 7, 2014 before the undersigned authority, personally appeared James Bertz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Suzanne J Szemborski  
Notary  
Comm. expires 3/19/17

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_, 2014 before the undersigned authority, personally appeared Edward Guenot, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

\_\_\_\_\_  
Notary

or their reasonable attorneys' fees and costs (including all court 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. There are no amendments, exhibits, or additional terms.

6. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.

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10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

Effective Date: 3-7-14

ASSIGNEE: Senox Corporation

ASSIGNOR: The Spruce Creek Company

By:   
A.B. Walters, President

By: \_\_\_\_\_  
James Bertz, 50% Owner

By: Edward Guenot  
Edward Guenot, 50% Owner

State of Texas

County of Travis

On \_\_\_\_\_, 2014 before the undersigned authority, personally appeared A.B. Walters, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

\_\_\_\_\_  
Notary

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_, 2014 before the undersigned authority, personally appeared James Bertz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

\_\_\_\_\_  
Notary

State of Pennsylvania

County of Centre

On March 7<sup>th</sup>, 2014 before the undersigned authority, personally appeared Edward Guenot, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Michelle Elnitski  
Notary

