

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM319484

<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>
SourceOne, Inc.		09/24/2014	CORPORATION: NEBRASKA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Billy Goat Industries, Inc.		
<b>Street Address:</b>	P.O. Box 308		
<b>City:</b>	Lee's Summit		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	64063		
<b>Entity Type:</b>	CORPORATION: MISSOURI		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2866695	PLUGR	
<b>Registration Number:</b>	2998211	PLUGR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8164743216		
<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>	816-474-8100		
<b>Email:</b>	sfbfaction@spencerfane.com		
<b>Correspondent Name:</b>	SPENCER FANE BRITT & BROWNE LLP		
<b>Address Line 1:</b>	1000 WALNUT STREET		
<b>Address Line 2:</b>	SUITE 1400		
<b>Address Line 4:</b>	KANSAS CITY, MISSOURI 64106		
<b>ATTORNEY DOCKET NUMBER:</b>	1270000-99		
<b>NAME OF SUBMITTER:</b>	Kevin S. Tuttle		
<b>SIGNATURE:</b>	/Kevin S. Tuttle/		
<b>DATE SIGNED:</b>	10/08/2014		
<b>Total Attachments: 5</b>			
source=BILLY GOAT Trademark Assignment#page1.tif			
source=BILLY GOAT Trademark Assignment#page2.tif			
source=BILLY GOAT Trademark Assignment#page3.tif			
source=BILLY GOAT Trademark Assignment#page4.tif			
<b>TRADEMARK</b>			

OP \$65.00 2866695



## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is dated September 26, 2014 and is made by and between SourceOne, Inc., a Nebraska corporation, whose mailing address is 1030 SW 6<sup>th</sup> Street, Lincoln, Nebraska 68522 ("Assignor"), and Billy Goat Industries, Inc., a Missouri corporation, whose mailing address is P.O. Box 308, Lee's Summit, Missouri 64063 ("Assignee").

**WHEREAS**, Assignor has adopted, used, and is using in business the Marks identified in Attachment A to this Trademark Assignment, and controls the goodwill in the business therein;

**WHEREAS**, the parties have entered into that certain Asset Purchase Agreement, dated July 15, 2014 (the "Asset Purchase Agreement"), pursuant to which Assignee agreed to purchase and assume from Assignor, and Assignor agreed to sell, convey, transfer, assign, and deliver to Assignee, on the Closing Date, the Purchased Assets, including the Intellectual Property;

**WHEREAS**, pursuant to the Asset Purchase Agreement, Assignor has agreed to execute this Trademark Assignment pursuant to which Assignor will assign all of its right, title, and interest in and to certain trademarks comprising part of the Intellectual Property; and

**WHEREAS**, this Trademark Assignment is a closing deliverable under Section 7.1 of the Asset Purchase Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Defined Terms. Capitalized terms used but not defined in this Trademark Assignment shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. Assignment. Assignor hereby sells, assigns, grants, conveys, transfers and delivers to Assignee, its successors and assigns, all of Assignor's right, title, benefit, privilege and interest in, to and under each trademark, service mark, trade dress, trade name, logo, slogan, name, and other indicia of origin identified in Attachment A to this Trademark Assignment, together with any applications and/or registrations thereof, and the goodwill of the business symbolized thereby (the "Marks"), including all common law rights and all claims for damages by reason of past and future infringements of any Mark, with the right to sue and collect therefor, and all rights corresponding to any of the above throughout the world. Assignee is to hold all right, title and interest in and to the Marks as fully and exclusively as it would have been held and enjoyed by Assignor had the sale, assignment, grant, conveyance, transfer and delivery in this Trademark Assignment not been made.

3. Further Assurances. Upon the reasonable request of Assignee, Assignor will execute such documents and perform such acts as may be necessary to give full effect to the terms of this Trademark Assignment. Without limiting the generality of the foregoing, Assignor will execute any and all assignments and other documents that may be needed to record, vest, or perfect Assignee's right, title, and interest in and to the Marks as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

WA 5987370.2

**TRADEMARK**  
**REEL: 005377 FRAME: 0673**

4. Terms of the Asset Purchase Agreement. This Trademark Assignment is being delivered by Assignor pursuant to the Asset Purchase Agreement. Nothing in this Trademark Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way whatsoever the terms or conditions of the Asset Purchase Agreement (including the representations, warranties, covenants, agreements and obligations contained therein) or any rights, duties or obligations of Assignor or Assignee thereunder. In the event of a conflict between this Trademark Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control in all respects.

5. Parties Bound. This Trademark Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.

6. Applicable Law. This Trademark Assignment shall be governed by and construed and enforced in accordance with the internal laws of the State of Nebraska without giving effect to the principles of conflicts of law thereof.

7. Counterparts. This Trademark Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signed counterparts of this Trademark Assignment may be delivered by facsimile and by scanned .pdf image.

*[Remainder of Page Intentionally Left Blank – Signatures and Acknowledgements to Follow]*

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed and authorized, effective as of the date first above written.

SOURCEONE, INC.

By:

*[Signature of Elmer A. Wessel]*  
Name: Elmer A. Wessel  
Title: President

BILLY GOAT INDUSTRIES, INC.

By:

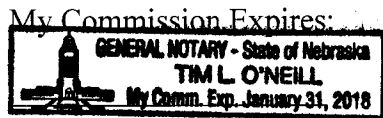
\_\_\_\_\_  
Name: William W. Coates, IV  
Title: President

STATE OF NEBRASKA    )  
  )ss  
COUNTY OF LANCASTER)

On this 24 day of September, 2014, before me, the undersigned, a Notary Public within and for the County and State aforesaid, personally appeared Elmer A. Wessel, President of SourceOne, Inc., a Nebraska corporation, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the same on behalf of said corporation as such corporation's free act and deed.

In Witness Whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

*[Signature of Tim L. O'Neill]*  
\_\_\_\_\_  
Notary Public



STATE OF \_\_\_\_\_ )  
  )ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of September, 2014, before me, the undersigned, a Notary Public within and for the County and State aforesaid, personally appeared William W. Coates, IV, President of Billy Goat Industries, Inc., a Missouri corporation, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the same on behalf of said corporation as such corporation's free act and deed.

In Witness Whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed and authorized, effective as of the date first above written.

SOURCEONE, INC.

BILLY GOAT INDUSTRIES, INC.

By: \_\_\_\_\_  
Name: Elmer A. Wessel  
Title: President

By: William W. Coates IV  
Name: William W. Coates, IV  
Title: President

STATE OF \_\_\_\_\_ )  
  )ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of September, 2014, before me, the undersigned, a Notary Public within and for the County and State aforesaid, personally appeared Elmer A. Wessel, President of SourceOne, Inc., a Nebraska corporation, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the same on behalf of said corporation as such corporation's free act and deed.

In Witness Whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF MISSOURI )  
  )ss  
COUNTY OF JACKSON )

On this 25 day of September, 2014, before me, the undersigned, a Notary Public within and for the County and State aforesaid, personally appeared William W. Coates, IV, President of Billy Goat Industries, Inc., a Missouri corporation, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the same on behalf of said corporation as such corporation's free act and deed.

In Witness Whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

Laura Lea Morgan  
Notary Public

My Commission Expires:

10/24/2017

LAURA LEA MORGAN  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires Oct. 24, 2017  
Commission # 13540963 WA 5987370.2

ATTACHMENT A TO  
TRADEMARK ASSIGNMENT

TRADEMARKS

Registered Marks

U.S. Reg. No.

**PLUGR**

2,866,695

PLUGR

2,998,211