

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324997

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TIGG Corporation		11/18/2014	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	TIGG Holdings, LLC		
Street Address:	1021 Old York Road, 3rd Floor		
City:	Abington		
State/Country:	PENNSYLVANIA		
Postal Code:	19001		
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86200215	CANSORB	
Serial Number:	86200244	NIXTOX	
Serial Number:	86200258	E¢ONO\$ORB	
Serial Number:	86200028	TIGG	
Serial Number:	86200201	TIGG CORPORATION	
CORRESPONDENCE DATA			
Fax Number:	2158648999		
<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>			
Phone:	215.864.8263		
Email:	larsont@ballardspahr.com, phila_tmddocketing@ballardspahr.com		
Correspondent Name:	Troy E. Larson		
Address Line 1:	Ballard Spahr LLP		
Address Line 2:	1735 Market Street, 51st Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-7599		
ATTORNEY DOCKET NUMBER:	00168718		
NAME OF SUBMITTER:	Troy E. Larson		
SIGNATURE:	/Troy E. Larson/		
DATE SIGNED:	12/03/2014		

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Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement") is entered into as of the 18th day of November, 2014, by and between TIGG Corporation, a Pennsylvania corporation ("Assignor"), and TIGG Holdings, LLC, a Pennsylvania limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the 18th day of November 2014 (the "Purchase Agreement");

WHEREAS, in accordance with the Purchase Agreement, Assignor has agreed to sell and Assignee has agreed to purchase the Intellectual Property Assets including (i) certain trademark registrations and applications and (ii) Internet domain names as set forth in Schedule A hereto (the "Purchased Intellectual Property");

WHEREAS, the parties desire for all right, record title and interest in and to the Purchased Intellectual Property, including the goodwill associated therewith, to be in the name of Assignee; and

WHEREAS, the Purchase Agreement contemplates that this Agreement be executed and delivered as of the date hereof;

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein and in the Purchase Agreement, and intending to be legally bound hereby, Assignor and Assignee agree as follows:

1. Assignment. Assignor covenants that it is the owner of the Purchased Intellectual Property described herein and that Assignor has full power to make this assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, its legal representatives, successors and assigns all of its right, title, interest duties and obligations arising from or relating to the Purchased Intellectual Property and the goodwill associated therewith and further including the right to sue for and recover for past, present or future infringement, the right to claim domestic or foreign priority, and including any foreign counterparts, continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof. Assignor further hereby constitutes and appoints Assignee as the true and lawful attorney of Assignor, with full power of substitution, in the name and stead of Assignor, on behalf and for the benefit of Assignee to demand and receive any and all of the Purchased Intellectual Property, to give receipts and releases for and in respect of the same, or any part thereof, and to do all acts and things in relation to the Purchased Intellectual Property that Assignee shall deem desirable, Assignor hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor.

2. Further Assurances. Assignor hereby covenants that from time to time and at Assignee's request, Assignee will do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered all and every such further acts, transfers, conveyances, assignments and assurances as reasonably may be required to assure, convey, transfer, confirm and vest unto Assignee any of the Purchased Intellectual Property, and to aid and assist Assignee in collecting and reducing the same to possession.

3. Notice. All notices and other communications hereunder shall be in writing and shall be deemed to have been given (i) when delivered personally by hand (with written confirmation of receipt) or (ii) one Business Day following the day sent by overnight courier (with written confirmation of

receipt), in each case at the following addresses (or to such other address as a party may have specified by notice given to the other party pursuant to this provision), in each case to the address set forth on Schedule B hereto, or to such other address as each party may designate for itself by like notice.

4. Purchase Agreement. This Agreement is to be construed in accordance with and is subject to all the representations, warranties, covenants, agreements and limitations set forth in the Purchase Agreement. Notwithstanding anything to the contrary herein, the execution and delivery of this Agreement by the parties hereto shall not in any way limit or expand the rights and obligations of the parties under the Purchase Agreement. In the event of any conflict between the terms of this Agreement and the Purchase Agreement, the Purchase Agreement shall control. Disputes arising out of, related to, or in connection with this Agreement shall be resolved in accordance with the dispute resolution provisions of the Purchase Agreement (including with respect to governing law).

5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania applicable to agreements made and to be performed wholly within such jurisdiction.

6. Binding Effect. The terms of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

7. Execution in Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original, and all of which, taken together, shall constitute one and the same instrument. The exchange of copies of this Agreement and of the signature pages hereto by facsimile transmission, by e-mail delivery of a "PDF" data file, or by other electronic transmission, shall constitute effective and binding execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement and signature pages thereof for all purposes.

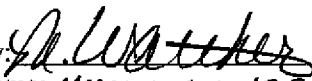
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first above written.

TIGG CORPORATION,
a Pennsylvania corporation

By: _____
Name:
Title:

TIGG HOLDINGS, LLC,
a Pennsylvania limited liability company

By:  _____
Name: MIKE WAUTNER
Title: PRESIDENT & CEO

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE A

Federal Trademark Applications:

Trademark/Service Mark	Status	Serial Number	Filing Date
CANSORB	Pending	86/200,215	February 21, 2014
NIXTOX	Pending	86/200,244	February 21, 2014
ECONO\$ORB	Pending	86/200,258	February 21, 2014
TIGG	Pending	86/200,028	February 21, 2014
TIGG (design)	Pending	86/200,201	February 21, 2014

Domain Names:

- <http://www.tigg.com>
- <http://www.tiggtanks.com>

SCHEDULE B

Notice Addresses

If to Assignor, to:

Tigg Corporation
346 Washington Pike
Avella, PA 15312
Attention: Georgiana N. Riley, President

With a copy (which shall not constitute notice) to:

Buchanan Ingersoll & Rooney PC
One Oxford Centre
301 Grant Street, 20th Floor
Pittsburgh, PA 15219-1410
Attention: Mary Ann Dunham

If to Assignee, to:

Alliance Holdings, Inc.
1021 Old York Road, 3rd Floor
Abington, PA 19001
Attention: John Kolla

With a copy (which shall not constitute notice) to:

The Spencer Turbine Company
600 Day Hill Road
Windsor, CT 06095
Attention: Mike Walther

And to:

Brian Doerner
Ballard Spahr LLP
1735 Market Street, 51st Floor
Philadelphia, PA 19103