CH \$290.00 07584

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM341020

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Coen Company, Inc.		12/30/2014	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Coen Company, LLC
Street Address:	11920 East Apache Street
City:	Tulsa
State/Country:	OKLAHOMA
Postal Code:	74116
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	0758442	"A.C."
Registration Number:	3641546	COEN
Registration Number:	0674197	COEN
Registration Number:	4102306	COEN
Registration Number:	0629993	FYR-COMPAK
Registration Number:	0774983	FYR-PROGRAMMER
Registration Number:	2617538	ISCAN
Registration Number:	0863139	MANIFILM
Registration Number:	2643716	POWER PLUS
Registration Number:	2004626	QLN
Registration Number:	1997291	QUANTUM LOW NOX

CORRESPONDENCE DATA

Fax Number: 3168288494

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.

Phone: 316-828-4188

Email: amy.gagich@kochps.com

Correspondent Name: Amy Gagich

Address Line 1: 4111 E. 37th St. North
Address Line 4: Wichita, KANSAS 67220

TRADEMARK
- 005514 FRAME: 0517

900324342 REEL: 005514 FRAME: 0517

NAME OF SUBMITTER: Amy Gagich							
SIGNATURE: /Amy Gagich/							
DATE SIGNED: 05/12/2015							
Total Attachments: 10							
source=Coen Contribution Agreement 12-31-14#page1.tif							
source=Coen Contribution Agreement 12-31-14#page2.tif							
source=Coen Contribution Agreement 12-31-14#page3.tif							
source=Coen Contribution Agreement 12-31-14#page4.tif							
source=Coen Contribution Agreement 12-31-14#page5.tif							
source=Coen Contribution Agr	eement 12-31-14#page6.tif						
source=Coen Contribution Agr	eement 12-31-14#page7.tif						
source=Coen Contribution Agr	eement 12-31-14#page8.tif						

source=Supplemental_Coen TMs Transferred to JZC#page1.tif source=Supplemental_Coen TMs Transferred to JZC#page2.tif

Contribution and Assignment and Assumption Agreement

This CONTRIBUTION AND ASSIGNMENT AND ASSUMPTION AGREEMENT is entered into by and between Coen Company, Inc., a California corporation ("Assignor"), and Coen Company, LLC, a Delaware limited liability company ("Assignee"), on the 30th day of December, 2014 (the "Effective Date").

As of the Effective Date, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- (A) "Agreement" means this Contribution and Assignment and Assumption Agreement.
- (B) "Assets" means the assets of Assignor set forth on Exhibit A.
- (C) "Assumed Liabilities" means the Liabilities, if any, set forth on Exhibit A.
- (D) "Consideration" means the consideration set forth on Exhibit A.
- (E) "Excluded Liabilities" means any Liability that does not constitute an Assumed Liability.
- (F) "Liability" means any liability, duty, term, condition or covenant that Assignor is obligated to perform, discharge, or otherwise satisfy including, without limitation, any such liability existing as of the Effective Date, whether known or unknown, contingent or liquidated and arising in the future, and regardless of whether such liability arises (i) from conditions or events occurring prior to, at, or after the Effective Date, or (ii) from the acts or omissions of Assignor, whether due to the negligence or other legal fault of the Assignor.
- (G) "Parties" means Assignor and Assignee, collectively.
- 1. Assignment of Assets. Subject to the provisions of Section 5 of this Agreement:
 - (A) Assignor hereby irrevocably contributes, assigns and transfers to Assignee all of Assignor's right, title, and interest in and to the Assets in exchange for the Consideration; and
 - (B) Assignce hereby accepts all right, title, and interest of Assignor in and to the Assets in exchange for the Consideration.
- Assumption of Assumed Liabilities. At and after the Effective Date, Assignee
 assumes full and complete responsibility to promptly perform, satisfy, and
 discharge the Assumed Liabilities.
- Express Non-Assumption of Excluded Liabilities. Assignor acknowledges and agrees that it is and shall remain solely liable and responsible for all Liabilities

ł

P14093.023.5003-HB

whatsoever of Assignor with respect to the Excluded Liabilities. Assignee is not agreeing, and does not agree, to pay or assume any of the Excluded Liabilities. regardless of whether such Excluded Liabilities arise under any contract. agreement, practice, arrangement, statute, law, ordinance, rule, regulation or otherwise, and nothing in this Agreement or the conduct of the Parties under this Agreement is intended or shall be construed to the contrary.

- 4. Beneficial Rights. To the extent any provision of law or contract prohibits a transfer of any Asset by Assignor to Assignee as of the Effective Date, any assignment of such Asset by this Agreement shall be ineffective until such provision of law or contract is satisfied. Notwithstanding anything to the contrary in this Agreement, as of the Effective Date and in all events, any and all benefits and obligations relating to the Assets shall be for the sole account and risk of Assignee as of the Effective Date, and Assignee shall have the right to direct the use and disposition thereof whether or not the actual transfer to the Assignee of the applicable Asset is effective.
- 5. Consents; Further Assurances. The Parties shall use commercially reasonable efforts to obtain any third-party consents or approvals required to assign the Assets or assume the Assumed Liabilities. The Parties shall promptly take such further actions and execute such further documents as may be reasonably necessary or appropriate to carry out this Agreement.
- 6. Waiver of Bulk Transfer Laws. [INTENTIONALLY DELETED].
- 7. Plurals. Words in this Agreement denoting the singular will include the plural and vice versa when the context requires.
- 8. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of Delaware.
- 9. Transfer Free and Clear of Encumbrances. The Assignor and Assignee acknowledge and agree that their intent is to effectuate the assignments and assumptions evidenced hereby through the transfer of Assets free and clear of all liens, claims, and encumbrances granted by the Assignor with respect to any and all Excluded Liabilities.

[Remainder of page intentionally left blank]

P14093-023-5003-34R

REEL: 005514 FRAME: 0520

IN WITNESS WHEREOF, the Parties have caused this Contribution and Assignment and Assumption Agreement to be duly executed as of the Effective Date.

Assignor

Assignce

COEN COMPANY, INC.

COEN COMPANY, LLC

Name: Tim Webster

Name: Mark A. Soucie

Title: President

Attachments:

Exhibit A

MY

IN WITNESS WHEREOF, the Parties have caused this Contribution and Assignment and Assumption Agreement to be duly executed as of the Effective Date.

Assignor

Assignee

COEN COMPANY, INC.

COEN COMPANY, LLC

Title: President

Name: Mark A. Soucie

Title: President

Attachments:

Exhibit A

/MS

Exhibit A

Contribution and Assignment and Assumption Agreement - Coen Company, Inc. and Coen Company, LLC

Assets

- Exclusive License Agreement, by and between Coen Company, Inc. and John Zink Company, LLC, dated January 1, 2013.
- All goodwill recorded and accounted for in the books and records of Coen Company, Inc. from whatever source.
- All inventions, patents, registrations, technology, trade secrets, trademarks, copyrights, and scientific, technical or business information, including all associated good will. owned in whole or in part by, or licensed to, Coen Company, Inc., including, but not limited to, those listed on Schedule I, and those described below:
 - All inventions, including any process, method, composition of matter, article of manufacture, discovery, invention, improvement, or finding that is first conceived or reduced to practice after the Effective Date. Any process, method, composition of matter, article of manufacture, discovery, invention, improvement, or finding that is described in a patent application prior to the Effective Date shall not be deemed an Invention for the purposes of this Agreement.
 - All patents including all patents, industrial and utility models, industrial designs, petty patents, design patents, patents of importation, patents of addition, certificates of invention, and any other indicia of invention ownership issued or granted by any Governmental Authority; all applications for any of the foregoing, including provisional, utility, design, priority and other applications, divisionals, and continuations (in whole or in part); all extensions, reissues, re-examinations or renewals of any of the foregoing; and all equivalents or counterparts of any of the foregoing.
 - All registrations, including all associated good will, which shall include all patents, registrations of trademarks, copyrights or domain names, and applications for any of the foregoing, anywhere in the world, whether existing as of the Effective Date or first filed thereafter.
 - All technology including any scientific, technical or business information, whether or not patentable and whether in written or verbal form, including results and data of any type and however first realized or documented or thereafter reproduced or stored, including databases, practices, methods, techniques, specifications, formulations, formulae and compositions of raw materials, products, catalysts, reagents and product intermediaries, knowledge, know-how, skill, experience, test data (including chemical, biochemical, toxicological,

P14093.023.5003-HB

- efficiency, cost, stability, analytical or quality control data), test procedures, manufacturing processes and procedures, manufacturing and testing equipment and related diagrams and specifications and supply sources.
- All trademarks, including all associated goodwill, which shall include all registered and unregistered trademarks and service marks, all trademark and service mark registrations, applications and renewals thereof, all trade names, and all Internet domain names.
- o All trade secrets, including any technology that is protected or protectable as a trade secret under applicable law or that otherwise is confidential, derives independent economic value from being confidential and is subject to reasonable efforts to maintain its confidentiality.

Assumed Liabilities

No liabilities are being transferred.

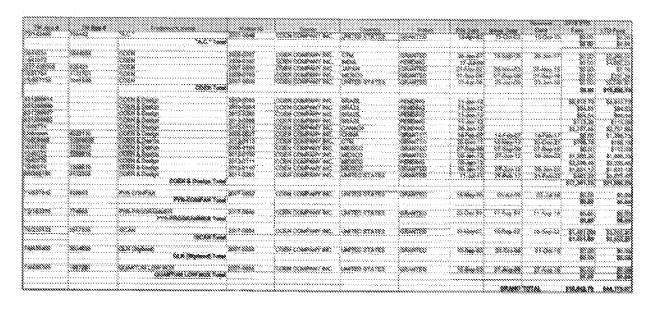
Consideration

· An equity interest in the Coen Company, LLC in an amount equal to the value of the Assets as of the date of the Contribution.

P14093.023.5003-HB

SCHEDULE I

Corn Company, BC Theosymmetric and Theosymmetric and Applications By Corneys 2012



ente antica de la companya de la com

- 8	8			N N	,	,		,,,,,,,,,,,,			innin		,,,,,,,,,,,	hminn	(**********	*********	******	
**	in inn	Market Comment	2,0000		30000	www.	MANAGE	Annaly	ava			mm		onen	ourse			ļ., 25.
Ŋ,	····		**********					Mari	£		awan	00	THE STATE		300	MI WAR	wxx	house
ДŞ.	ann, man			,,														
ůĴ.		innin anna an an an	44		week.	mana	62335	None	com	Marion	mason	0.00Mr	mm	1000	×× ×	200	Seem	3000
43.	·····			20000	1000	2000 2000 000 00	mm:	4000	44469	NINI.	2000	more	atter	***	232	***	1100	ion
žŽ.			500	- come	N000	manner	Num	ana	noxo	200000	23500	Maps	carees	13NN	1,000	(300	2000	in
33.			96	innin.	485	mound	ann	40.00	stress.	entino	40000	20000	20000	24		680	0000	Suna.
23.			æ	Lanner.	4000	mound	arman.		1000.00	V07304			men	464	330	***	1000	tun:
8 3			0.20	.anne	MAN	Sasanan.	MAMMA	42500	icente	MAN	11111	19395	anne.	10000	NNN			1,000
3				1000,000	NAME	5000 5000000 NO	mm;	anva	anes.	MMM	deste	606600		1000		2020	****	1000
55 } 55 }			80	(come)	mann	awanna.	N. 2010 1	auro Annanna	unite	inne.	oww	www	mon	28027	3,40,9	(0) 0	386	- Color
	** *******		av.	California.	magn	distributions.	40000	1000	MAN	650500		MANN	200	30		380		1000
			44	ralling.	Same	an armer	hame	3886	ann	own	oxen	30000	West.	hmina	30		300	2000
228	*			. seeses	iowee.		audu.		seva.	MANA		citibe.	ann	10000	iara	390300		122
55.				2	A				£	2		National Assessment			····	dans.	MINA	inite.
~~		gan arasan. gan agas kara	No.		· ····································	an annon	anvs							·				ģ
ΧĘ.	A Adama da	inning)					garanterior		100			www.	mon	-00-0		***	230.00	1
ĸ,	AND COMMON	***************************************	997	*****	10000	200 SWAM II.	1000		Nerco	carno		allin	News	1000	ws	A844	1000	me
824.			80)	2000	and the same of th	anaman'i	annonno)		2000	www		anno	anara	1,0010	300		1000	1900
Œ,				-HEHEN-		meanan m	anner:	Ĺ	93866	200000		<0.00000	Wille.	4000	NV.N	99.99	News	Same
al.			99.85	com		anamo	A0000015		work	enm		Maran	20000	(200.00	300000	1000	3,000	g was
æ.			No.	111113	600.4	tractioners.	www		Neces	10000		Messe	MAN	1000	**	***	egery)	1000
ĸ.Ì			oo!	18800	2523	on annua	arancas		mag	SHILL		ann	02/02/0	1000	550	000	*90 N	1300
333			ee:	(444)	A 10000000	anamen.	v.onen.		2000	MAN		carao	anno.	NAME	000	240	XAVO	1.30
-																		
			Sec. 1550	cour	santa trate	tris them a	mu	ame n	and.	001/00x	ANGERS.	2200000	energy.	aces	ess.	285.5	4400	eccor
			yai	com	MONOUN.			9000100	MONE									
<u> </u>			2012.7	(484)	ANNUAL OF	**********			····	·····		2000	W. 100	0.020	3 3 3 50	1200		
-	**********	and the second second	de.	50,000			30000		Allen	44.40		1000				N. W.	2000 13	NAG
3			96						vees	4,0000		030300	mun.	Can	***	1000	*****	-338
Щ.				Canadani .		an amount	, and the	Ĺ	ana	2070		1,016	Mide.	2808		00.00	N9012	22.50
œį.		an summ		And Name		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				*******		NAMOON		Maria			auxx.	fuu
Ωį.				\$14,600 	2001	2001/200/00/0	151-00 150	1000	ann.	vana.	33030	mm	mu	-78	.00	640	iara	SWA
82. 1			261	AND COL	AND A	aan aa nan ar	202004	Septem .	44455	vene	ower	owas	avao	~~	000	343	***	N/A
3			vo:	adam	(NAV)	our ourselve	ANN	****		*****								

5

P14093.023.5003-HB

				minim										migra				3
	annini Ma	orania.	MANN	mm	same	10.100	4000	444	ans.	25.00	000000	0000000 000	ANDAY ANDAY	andere OH		aeswa		80
	man named	٠					9418.54			·			· reserves	mm	·····	·······		· · · · · ·
) Lii			2	And Arms Arty day		anavave	Manne	NAME 2	Acres	3 :		2000	moun		180 X	100.0	wee	over:
Ž.			0,81	1111, 111111. 1111, 111111	865	and the same	anaaru s	0.70	ann	10330	17:00	conocc	www	100	***	***	ress	vanc.
			. 27	and done	60.0	anconnec e	80080K2	20,000	22.25 X	30.00	essee	Media	Many	2 Mese		2000.00	1.022.22	NVAN
			en	and arms	amena	anarara	antone	;	:	Name			acan	::::	***	600	cau	Morre Out
(z)				************						·····		accounted		NAMES	Same	100.0	NONN	
		devat an eo anos	No.	71917		anomine	1844270	20000	4copy)	16000000	MANAGE	2200000		7,000.00	4444	www	core	v20000
							************				000	WW. 100	MC 1000	200 N	WWW	000	ZANA	
ia)		MANAGARA ARA		in main	11001011	Michaeles	10.0020	mm	auns	11.000	NASO	10,100	200.000	80	600	30	2800.00	8836
100		***************************************	*********								w	Smille	1111	10	**	24	5,0000	*******
Lii l						3653556665.000		Mark Par	V		III	in inner	11.101	nibili.	um.a.	"HILD	more	

COEN COMPANY	IKADEMARKS
--------------	------------

				Previous	Final				Renewai	Abandoned	
TM App#	TM Reg.#	Trademark Name	Country	Owner	Owner	Status	File Date	Issue Date	Date	Date	Matter ID
72/142499	758442	"A.C."	United States	Coen Company Inc.	John Zink Company LLC	ABANDONED	18-Apr-1962	15-Oct-1963	N/A	15-Oct-2013	2007-0646
			H		i i		00	0	1		00000
5644034	5544034	COEN	<u>≅</u>	Coen Company Inc.	John Zink Company LLC	GHANIED	26-Jan-U/	16-Sep-08	∠o-Jan-17	-	Z008-008/
1841072		COEN	INDIA	Coen Company Inc.	John Zink Company LLC	PENDING	17-Jul-09	3333			2009-0362
S37-035505	628425	COEN	JAPAN	Coen Company Inc.	John Zink Company LLC	GRANTED	01-Nov-62	05-Nov-63	05-Nov-23		2007-0660
1031784	1121701	COEN	MEXICO	Coen Company Inc.	John Zink Company LLC	GRANTED	07-Sep-09	07-Sep-09	07-Sep-19		2009-0193
949182		COEN	THAILAND	Coen Company Inc.	John Zink Company LLC	PENDING	08-Aug-14				2014-0516
949181		COEN	THAILAND	Coen Company Inc.	John Zink Company LLC	PENDING	08-Aug-14				2014-0515
76/657739	3641546	COEN		Coen Company Inc.	John Zink Company LLC	GRANTED	03-Apr-06	23-Jun-09	23-Jun-19		2007-0659
72/050282	674197	COEN	UNITED STATES	Coen Company Inc.	John Zink Company LLC	ABANDONED	24-Apr-58	17-Feb-59	N/A	09-May-00	A/N
004,000,40	004000040		000/7:		O 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	C	() !	L 1	L C		F 000 0 F00
831299649	831299649	COEN & Design	BHAZIL	Coen Company Inc.	John Zink Company LLC	GHANIED	11-Jan-12	10-Feb-15	10-Feb-25:		2012-0264
831299665	831299665	COEN & Design	BRAZIL	Coen Company Inc.	John Zink Company LLC	GRANTED	11-Jan-12	10-Feb-15	10-Feb-25		2012-0266
831299657	831299657	COEN & Design	BRAZIL	Coen Company Inc.	John Zink Company LLC	GRANTED	11-Jan-12	10-Feb-15	10-Feb-25		2012-0265
831299614	831299614	COEN & Design	BRAZIL	Coen Company Inc.	John Zink Company LLC	GRANTED	11-Jan-12	10-Feb-15	10-Feb-25		2012-0083
1558774	847062	COEN & Design	CANADA	Coen Company Inc.	John Zink Company LLC	GRANTED	06-Jan-12	26-Mar-13	26-Mar-28		2012-0112
4222110	4222110	COEN & Design		Coen Company Inc.	John Zink Company LLC	GRANTED	16-Aug-04	14-Feb-07	13-Feb-17		2008-0027
10509669	10509669	COEN & Design		Coen Company Inc.	John Zink Company LLC	GRANTED	20-Dec-11	18-May-12	20-Dec-21		2012-0113
63226	1063395	COEN & Design		Coen Company Inc.	John Zink Company LLC	ABANDONED	06-Sep-68	18-Aug-78	N/A	In 1988	2008-0086
1031785	1122030	COEN & Design		Coen Company Inc.	John Zink Company LLC	GRANTED	07-Sep-09	07-Sep-09	07-Sep-19		2009-0194
1240072	1289616	COEN & Design		Coen Company Inc.	John Zink Company LLC	GRANTED	09-Jan-12	07-Jun-12	09-Jan-22		2012-0109
1240074	1289618	COEN & Design	MEXICO	Coen Company Inc.	John Zink Company LLC	GRANTED	09-Jan-12	07-Jun-12	09-Jan-22		2012-0110
U 1240075	1334513	COEN & Design		Coen Company Inc.	John Zink Company LLC	GRANTED	09-Jan-12	30-Nov-12	09-Jan-22		2012-0111
949183		COEN & Design	THAILAND	Coen Company Inc.	John Zink Company LLC	PENDING	08-Aug-14				2014-0517
949184		COEN & Design	THAILAND	Coen Company Inc.	John Zink Company LLC	PENDING	08-Aug-14				2014-0518
85/368150	4102306	COEN & Design	UNITED STATES	Coen Company Inc.	John Zink Company LLC	GRANTED	11-Jul-11	21-Feb-12	21-Feb-22		2011-0263
71/687542	629993	FYR-COMPAK	UNITED STATES	Coen Company Inc.	John Zink Company LLC	GRANTED	16-May-55	03-Jul-56	03-Jul-16		2007-0652
72/183375	774983	FYR-PROGRAMMER	UNITED STATES	Coen Company Inc.	John Zink Company LLC	ABANDONED	23-Dec-63	11-Aug-64	N/A	11-Aug-14	2007-0649
76/255132	2617538	ISCAN	UNITED STATES	Coen Company Inc.	John Zink Company LLC	GRANTED	10-May-01	10-Sep-02	10-Sep-22		2007-0654
72/291968	863139	MANIFILM	UNITED STATES	Coen Company Inc.	John Zink Company LLC	ABANDONED	27-Feb-68	07-Jan-69	N/A	07-Jan-09	2007-0648
			- Caracana				an an an an				

COEN COMPANY TRADEMARKS

RECORDED: 05/12/2015

Matter ID	2007-0655	2007-0656	2007-0658
Abandoned Date	29-Oct-08		
Henewai Date	N/A	01-Oct-16	27-Aug-16
Issue Date	29-Oct-02	10-Sep-93 01-Oct-96	27-Aug-96 27-Aug-16
File Date	28-Mar-00	10-Sep-93	10-Sep-93
Status	ABANDONED	 GRANTED	GRANTED
Fithat Owner	John Zink Company LLC	 John Zink Company LLC	John Zink Company LLC
Previous Owner	Coen Company Inc.	Coen Company Inc.	Coen Company Inc.
Country	UNITED STATES	UNITED STATES Coen Company Inc.	UNITED STATES
Trademark Name	76/013606 2643716 POWER PLUS UNITED STATES Coen Co	OLN (Stylized)	QUANTUM LOW NOX UNITED STATES Coen Company Inc.
TM Reg.#	2643716	 2004626	1997291
TM App.#	76/013606	74/435400	74/435399