TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM342705

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT	
EFFECTIVE DATE:	01/07/2011	

CONVEYING PARTY DATA

Name	Formerly Execution Date Entity Ty		Entity Type
Allied Strategy, LLC		05/28/2015	LIMITED LIABILITY COMPANY: MISSOURI

RECEIVING PARTY DATA

Name:	SEMCAT Corporation	
Street Address:	2124 "Y" STREET	
Internal Address:	SUITE 210	
City:	LINCOLN	
State/Country:	NEBRASKA	
Postal Code:	68503	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3278878	SEMCAT

CORRESPONDENCE DATA

Fax Number:

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.

Email: ieff@semcat.net **Correspondent Name: SEMCAT Corporation** 2124 "Y" STREET Address Line 1:

Address Line 2: SUITE 210

Address Line 4: LINCOLN, NEBRASKA 68503

NAME OF SUBMITTER:	Daan G. Erikson
SIGNATURE:	/Daan G. Erikson/
DATE SIGNED:	05/28/2015

Total Attachments: 2

source=Trademark_Assignment_SEMCAT_Allied_Strategy_LLC_to_Semcat#page1.tif source=Trademark Assignment SEMCAT Allied Strategy LLC to Semcat#page2.tif

> **TRADEMARK** REEL: 005524 FRAME: 0839

TRADEMARK NUNC PRO TUNC ASSIGNMENT

This Trademark Assignment Agreement ("Trademark Assignment") is entered into to be effective as of January 7, 2011, between Allied Strategy, LLC, a limited liability company organized and existing under the laws of the State of Missouri ("Assignor") located at 2124 "Y" Street, Suite 210, Lincoln, Nebraska 68503, and SEMCAT Corporation, a corporation organized and existing under the laws of the State of Delaware located at 2124 "Y" Street, Suite 210, Lincoln, Nebraska 68503 ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Subscription and Contribution Agreement, dated January 7, 2011, (the "Contribution Agreement"), wherein Assignor contributes certain assets, including the trademark identified in <u>Schedule A</u>, attached hereto (the "Trademark") to Assignee;

WHEREAS, Assignor and Assignee desire to memorialize Assignee's acquisition of all of Assignor's right, title and interest in, to and under the Trademark;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all right, title, and interest in, to and under the Trademark, including any and all goodwill associated therewith, all registrations therefor, all common law rights therein, any and all trademark and/or service mark rights related thereto and all other rights associated with the portion of the ongoing and existing business to which the marks pertain; and in and to any and all causes of action (either in law or in equity), as well as the right to enforce any rights and file any causes of action, including without limitation the right to recover damages, for any past, present, or future infringement, misappropriation, dilution and/or other unauthorized use of the Trademark.
- 2. Assignor hereby agrees to execute, acknowledge and deliver any and all further documents and to take such other and further actions as Assignee, in its reasonable discretion, deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Trademark, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Trademark, including without limitation, filing assignment documents in recordable form with any and all government agencies.
- 3. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, the undersigned, duly authorized, caused this Assignment to be executed on the <u>28th</u> day of May, 2015, nunc pro tunc as of January 7, 2011, to be effective from the latter date

ALLIED STRATEGY, LLC (ASSIGNOR)

SEMCAT CORPORATION (ASSIGNEE)

Name: Cameron Colby Thomson

Title: CEO

By: Carroldle

Name: Jeff Runyan

Title: CEO

SCHEDULE A

Trademark	Country	Reg. No.
SEMCAT	United States	3,278,878

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RECORDED: 05/28/2015

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