

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351006

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dry Systems Technologies, Inc.		04/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	DST Operations Company LLC		
Street Address:	1227 Spruce Street		
City:	Woodridge		
State/Country:	ILLINOIS		
Postal Code:	60517		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2290026	DRY SYSTEMS TECHNOLOGIES	
Registration Number:	2446161	DRY SYSTEMS TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	7205364910		
<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:	720.536.4900		
Email:	rene@nodiplaw.com		
Correspondent Name:	Neugeboren O'Dowd PC		
Address Line 1:	1227 Spruce Street		
Address Line 2:	Suite 200		
Address Line 4:	Boulder, COLORADO 80302		
ATTORNEY DOCKET NUMBER:	KKO DST		
NAME OF SUBMITTER:	Craig A. Neugeboren		
SIGNATURE:	/Craig A. Neugeboren/		
DATE SIGNED:	08/11/2015		
Total Attachments: 8			
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ASSIGNMENT AND ASSUMPTION AGREEMENT
[Intangible Personal Property]

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Agreement"), dated as of April 30, 2015, is by and between **Dry Systems Technologies, Inc.**, a Delaware corporation ("Seller"), and **DST Operations Company LLC**, a Delaware limited liability company ("Buyer").

RECITALS

A. This Agreement is being entered into in connection with the transactions contemplated by the Asset Purchase Agreement of even date herewith ("Purchase Agreement"), by and among Buyer, Seller, and Alpha American Coal Company, LLC.

B. Pursuant to the Purchase Agreement, Seller has agreed to sell, assign and transfer to Buyer, and Buyer has agreed to purchase from Seller, all of Seller's right, title, and interest in and to (1) all of the intangible rights and property of Seller (other than Excluded Assets), including the intellectual property rights set forth on **Exhibit A** ("Intellectual Property"); (2) the rights of Seller relating to deposits and prepaid expenses, claims for refunds and rights to offset in respect thereof that are not on Schedule 2.2(d) of the Purchase Agreement and that are not excluded under Section 2.2(g) of the Purchase Agreement (collectively, "Deposits"); and (3) the other rights and property set forth on **Exhibit B** ("Other Intangible Personal Property" and together with Intellectual Property and Deposits, the "Intangible Personal Property").

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

1. Defined Terms. All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement.

2. Assignment. Seller hereby grants, assigns, transfers, conveys, delivers, delegates and sets over unto Buyer the Intangible Personal Property and all of Seller's rights, title, interest, duties and obligations in, to and under the Intangible Personal Property. The Intellectual Property rights, title, interest, duties and obligation granted, assigned, transferred, conveyed, delivered and delegated hereby shall include any improvements thereon and shall include applications related thereto and any division, continuation, or continuation-in-part thereof, and any patent or patents, or similar rights, that may be issued or reissued thereon in the United States or any foreign country.

3. Assumption. Buyer hereby agrees to take assignment of the Intangible Personal Property and Buyer hereby assumes and agrees to undertake and perform all of Seller's rights, title, interest, duties and obligations in, to and under the Intangible Personal Property and agrees to be bound by all of the terms and conditions of the Intangible Personal Property.

4. Authorization. Seller hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any letters patent thereon, and reissues thereof, to said Buyer, its successors and assigns; and Seller hereby authorizes said Buyer, its successors and assigns,

to file in its own name applications for patent in the United States and in foreign countries in connection with the Intellectual Property transferred hereby, under the International Convention claiming the priority of said United States application or otherwise, and to secure in its own name the patent or patents issued thereon. Further, Seller hereby agrees that, upon request, he will sign all papers, and make all rightful oaths, and do all acts that said Buyer, its successors or assigns, may consider necessary in connection with any such United States application, and in connection with any other United States or foreign applications that may be filed in connection with said Intellectual Property, and with any improvements thereon, and in connection with any patents issued or reissued thereon.

5. Conflict. This Agreement is subject to all the terms and conditions of the Purchase Agreement. No provision of this Agreement shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

6. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the Laws of the State of Delaware, without regard to or application of its conflicts of laws or principles.

7. Counterparts. This Agreement may be executed in counterparts (including via facsimile and e-mail), each of which shall be deemed an original, but all of which together shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties hereto. The executed Agreement together with any attachments hereto may be photocopied and stored on computer tapes, disks and similar electronic storage media ("Imaged Document"). If an Imaged Document is introduced as evidence in any judicial, arbitration, mediation or administrative proceeding, neither party shall object to the admissibility of the Imaged Document on the basis that such was not originated or maintained in documentary form under either the hearsay rule, the best evidence rule, or other rule of evidence.

8. Severability. If any provision of this Agreement or its application will be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other applications of that provision, and of all other provisions and applications hereof, will not in any way be affected or impaired. If any court shall determine that any provision of this Agreement is in any way unenforceable, such provision shall be reduced to whatever extent is necessary to make such provision enforceable.

9. Entire Agreement. All prior negotiations and agreements by and among the parties hereto with respect to the subject matter hereof are superseded by this Agreement and the Purchase Agreement, and there are no representations, warranties, understandings or agreements with respect to the subject matter hereof other than those expressly set forth in this Agreement and the Purchase Agreement.

10. Headings. The headings contained in this Agreement are included for purposes of convenience and reference only and shall not affect the construction or interpretation of its provisions.

11. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

12. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of Buyer and its respective successors and permitted assigns and nothing herein is intended or shall be construed to convey upon any person other than the Buyer and its respective successors and permitted assigns any rights, remedies or claims under, or by any reason of, this Agreement or any term, covenant or condition hereof.

13. Further Assurances. Each party hereto agrees, upon the reasonable request of the other party hereto to make, execute and deliver any and all documents or instruments of any kind or character, and to perform all such other actions, that may be reasonably necessary or proper to effectuate, confirm, perform or carry out the terms or provisions of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused their authorized representative to execute this Assignment and Assumption Agreement as of the date first set forth above.

SELLER:

DRY SYSTEMS TECHNOLOGIES, INC.

By: _____

Name: Philip J. Cavatoni

Title: Vice President and Treasurer

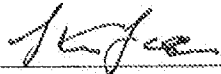
Signature Page to Assignment and Assumption Agreement
[Intangible Personal Property]

TRADEMARK
REEL: 005597 FRAME: 0361

IN WITNESS WHEREOF, the parties have caused their authorized representative to execute this Assignment and Assumption Agreement as of the date first set forth above.

BUYER:

DST OPERATIONS COMPANY LLC

By: 

Name: Stephen Largan

Title: Manager

Signature Page to Assignment and Assumption Agreement
[Intangible Personal Property]

TRADEMARK
REEL: 005597 FRAME: 0362

EXHIBIT A

Intellectual Property

1. Active Patents:

	Patent #	Issued/Filed	Issuing Country	Inventor/Title
1.	5785030	I: 07/28/1998 F: 12/17/1996	United States	Paas-Exhaust Gas Recirculation in Internal Combustion Engines
2.	97/10359	I: 03/04/1998 F: 11/17/1997	South Africa	Paas-Exhaust Gas Recirculation in Internal Combustion Engines
3.	69732534	I: 02/16/2005 F: 12/04/1997	Germany	Paas-Exhaust Gas Recirculation in Internal Combustion Engines
4.	69737838	I: 06/20/2007 F: 12/04/1997	Germany	Paas-Exhaust Gas Recirculation in Internal Combustion Engines
5.	69737840	I: 06/20/2007 F: 12/04/1997	Germany	Paas-Exhaust Gas Recirculation in Internal Combustion Engines
6.	6502392	I: 01/07/2003 F: 08/07/1998	United States	Paas-Induction Cooled Exhaust Filtration System
7.	7150258	I: 12/19/2006 F: 07/21/2005	United States	T. McDonald-System and Method for Encapsulating High Temperature Surface Portions of a Machine Component
8.	112006001915	I: 07/11/2013 F: 07/20/2006	Germany	T. McDonald-System and Method for Encapsulating High Temperature Surface Portions of a Machine Component

9.	2008/00012	I: 11/26/2008 F: 07/20/2006	South Africa	T. McDonald-System and Method for Encapsulating High Temperature Surface Portions of a Machine Component
10.	2006272801	I: 06/03/2010 F: 07/20/2006	Australia	T. McDonald-System and Method for Encapsulating High Temperature Surface Portions of a Machine Component
11.	2614435	I: 04/05/2011 F: 07/20/2006	Canada	T. McDonald-System and Method for Encapsulating High Temperature Surface Portions of a Machine Component

2. Pending Patents: None.

3. Registered Trademarks:

	Registration #	Registered/Filed	Mark
1.	®2,290,026	R: 11/02/1999 F: 06/15/1998	DRY SYSTEMS TECHNOLOGIES
2.	®2.446,161	R: 04/24/2001 F: 02/15/2000	

4. Unregistered Trademarks:

- a. DST DRY SYSTEM™
- b. DST MANAGEMENT SYSTEM™
- c. DRY SYSTEM™
- d. ON-BOARD CLEANING SYSTEM™
- e. The Original – and still the Best™
- f. It's simple – it works™
- g. DST™

5. Internet Domain Name: www.drysystemstech.com.

EXHIBIT B

Intangible Personal Property

1. Going concern value, goodwill, telephone and telecopy listings, and e-mail addresses, websites and URLs (but only those with “dry systems” in the domain name, all others excluded under Section 2.2(j) of the Purchase Agreement); and
2. All insurance benefits, including rights and proceeds, arising from or relating to the Assets or the Assumed Liabilities prior to the Effective Time, unless expended in accordance with the Purchase Agreement; and
3. All claims of Seller against third parties relating to the Assets, whether choate or inchoate, known or unknown, contingent or noncontingent, including all such claims listed on Schedule 2.1(i) of the Purchase Agreement.