

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354785

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FEC Solutions, LLC		06/30/2015	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	RRIP, LLC		
Street Address:	4400 East University Avenue		
City:	Pleasant Hill		
State/Country:	IOWA		
Postal Code:	50327		
Entity Type:	LIMITED LIABILITY COMPANY: IOWA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3892917	FEC SOLUTIONS FURTHER ENGINEERING CO-PRO	
CORRESPONDENCE DATA			
Fax Number:	5152741488		
<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:	515-271-1748		
Email:	carole.mcfadden@brickgentrylaw.com		
Correspondent Name:	Brian J. Laurenzo		
Address Line 1:	6701 Westown Parkway		
Address Line 2:	Suite 100		
Address Line 4:	West Des Moines, IOWA 50266		
ATTORNEY DOCKET NUMBER:	20987.026		
NAME OF SUBMITTER:	Brian J. Laurenzo		
SIGNATURE:	/bjl/		
DATE SIGNED:	09/11/2015		
Total Attachments: 4			
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INTELLECTUAL PROPERTY AGREEMENT

This **INTELLECTUAL PROPERTY AGREEMENT** (sometimes "Agreement") is made this 30th day of June 2014 ("the Effective Date"), by and between **RRIP, LLC** ("RRIP"), an Iowa Limited Liability Company having its principal place of business at 4400 East University Avenue, Pleasant Hill, Iowa 50327; and **FEC SOLUTIONS, LLC** ("FECS"), an Iowa Limited Liability Company having its principal place of business at 4400 East University Avenue, Pleasant Hill, Iowa 50327; (sometimes collectively "the parties").

RECITALS

WHEREAS FECS owns intellectual property, including trademark rights to the terms "FEC SOLUTIONS", the tagline, "FURTHER ENGINEERING CO-PRODUCTS", and designs and logos associated therewith, including United States Trademark Registration No. 3,892,917 for use in association with fat, oil, and grease (FOG) management services, namely, converting collected brown sewer grease and FOG to biofuels, production, treatment and refinement of fuel, diesel fuel, biofuel and biodiesel fuel for others; as well as all common law rights in and to the terms "FEC SOLUTIONS" and all designs and logos associated therewith (all of the above hereinafter sometimes referred to as "THE MARKS");

WHEREAS FECS desires to transfer, assign and sell and RRIP desires to purchase THE MARKS, including all registrations and related rights thereof, including common law rights, along with the good will embodied in THE MARKS;

WHEREAS RRIP is willing to grant unto FECS and FECS is desirous of obtaining a non-exclusive license to enable FECS to utilize, in part or in whole, THE MARKS in connection with the business of FECS, including but not limited to fat, oil, and grease (FOG) management services, namely, converting collected brown sewer grease and FOG to biofuels, production, treatment and refinement of fuel, diesel fuel, biofuel and biodiesel fuel for others;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Purchase and Sale of THE MARKS

A. FECS hereby sells to RRIP and RRIP hereby purchases from FECS all of FECS's right, title, and interest in and to THE MARKS.

B. Representation, Warranty, and Disclaimer by FECS.

- i. FECS represents and warrants that it is the owner of the entire right, title, and interest in and to THE MARKS, giving FECS all rights necessary to enter into this Agreement.
- ii. Disclaimer. Nothing in this Agreement shall be construed as a representation or warranty by FECS as to the validity of THE MARKS or that any use of THE MARKS by RRIP has been or will be free from infringement of any other marks.
- iii. The above notwithstanding, FECS represents and warrants that it has no knowledge of any misrepresentations, omissions, or other information that may have an adverse effect on THE MARKS and the rights associated with THE MARKS.

C. Prosecution, Maintenance, and Infringement.

- i. RRIP shall bear costs associated with the maintenance of United States Trademark Registration No. 3,892,917. RRIP shall further bear costs associated with prosecuting and maintaining any other trademark application or registration associated with THE MARKS. However, nothing in this Agreement shall be construed as requiring RRIP to prosecute any application or maintain any registration.
- ii. If FECS discovers that RRIP's rights in THE MARKS are infringed by a third party, it shall communicate the details of the infringement to RRIP.
- iii. RRIP shall have the right, but not the obligation, to take whatever action it deems necessary, including the filing of lawsuits, to protect the rights of the parties to this Agreement. If necessary, FECS shall cooperate with RRIP in such an action. RRIP shall retain any and all damages or compensation for any action it takes with respect to infringement.

2. Grant of License.

- A. RRIP, pursuant to the terms and conditions contained herein, hereby grants to FECS, and FECS accepts, a non-exclusive, sublicensable, worldwide license to use THE MARKS in association with all goods and services of FECS, including but not limited to fat, oil, and grease (FOG) management services, namely, converting collected brown sewer grease and FOG to biofuels, production, treatment and refinement of fuel, diesel fuel, biofuel and biodiesel fuel for others.
- B. FECS acknowledges that THE MARKS embrace highly proprietary and valuable assets in which all right, title, interest and/or control is vested solely in RRIP who, in

turn, administers, supervises and controls any and all uses of same. FECS further acknowledges the validity and enforceability of THE MARKS.

- C. FECS agrees that it will designate THE MARKS as trademarks by marking THE MARKS as such. For all unregistered marks, FECS shall mark THE MARKS with an "SM" or "TM" superscript designation for services and goods, respectively. FECS shall mark any and all registered marks with the "®" designation.
- D. FECS agrees to maintain the quality of all goods sold and/or services performed in connection with THE MARKS commensurate with the quality standards of RRIP. RRIP shall have the right to inspect the quality of the goods sold and/or services performed in association with THE MARKS to ensure that said quality standard is maintained, on a regular and periodic basis.
- E. FECS hereby expressly agrees that RRIP shall at all times retain full ownership and all right, title, and interest in and to THE MARKS and that this Agreement does not transfer any of THE MARKS or the good will attaching thereto, except as explicitly provided herein.
- F. RRIP and FECS acknowledge that the relationship imposed between the parties by this Agreement shall be that of independent entities in a licensing relationship and not that of an employer-employee, principal-agent, or any other such relationship, or franchisor-franchisee; and neither party will represent otherwise, nor act to obligate or bind the other to responsibilities, debts, purchases, contracts, and/or other obligations of any kind, to any other entity, without the other's prior express written consent.

3. General Terms.

- A. Confidentiality. The parties shall not disclose, directly or indirectly, or take any other action which would result in the unauthorized disclosure of any confidential and/or proprietary information of the other party whatsoever. The parties shall use such confidential and/or proprietary information only for the purpose of this Agreement.
- B. Governing Law. This Agreement and matters connected with the performance thereof shall be construed, interpreted, applied and governed in all respects in accordance with the laws of the State of Iowa.
- C. Jurisdiction. All disputes and litigation regarding this Agreement, its construction and matters connected with its performance shall be subject to the exclusive jurisdiction of the state and federal courts in the State of Iowa. The parties hereby waive any challenge to the jurisdiction or venue of the Court over these matters.
- D. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- E. Severability. If any condition or provision of this Agreement shall be held invalid or unenforceable to any extent under any applicable law or by any court of competent jurisdiction, the remainder of this Agreement shall remain enforceable consistent with the intents and purposes of the Agreement to the fullest extent permitted by law.
- F. Waiver. A party's failure or delay in enforcing any provisions of this Agreement will not be deemed as waiver of that party's rights with respect to that provision or any other provision of this Agreement. A party's waiver of any of its rights under this Agreement is not a waiver of any of its other rights with respect to a prior, contemporaneous, or future occurrence, whether similar in nature or not.
- G. Entire Agreement. This Agreement constitutes the entire agreement of the parties concerning the subject matter hereof, and supersedes all prior agreements between the parties, either written or oral.
- H. Any amendments or modifications to this Agreement may be made only in writing executed by all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Agreement as of the day first set forth above.

RRIP, LLC
By: RG Riley Jr.

Name: Robert G. Riley Jr.

Title: President

Date: 6-30-15

FEC SOLUTIONS, LLC
By: RG Riley Jr.

Name: Robert G. Riley Jr.

Title: President

Date: 6-30-15