

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356729

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
McLanahan Corporation		09/24/2015	CORPORATION: PENNSYLVANIA
EIW, LLC		09/24/2015	LIMITED LIABILITY COMPANY: IOWA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	national banking association: PENNSYLVANIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	86242313	DO MORE
Serial Number:	86207483	FREEDOM
Registration Number:	1196667	HYDROSIZER
Registration Number:	2883767	MCLANAHAN
Registration Number:	4046240	MCLANAHAN
Registration Number:	4262503	
Registration Number:	2710705	ROCKMASTER
Registration Number:	2710011	SAND MANAGER
Registration Number:	4333973	SAND SOLUTIONS
Registration Number:	3342222	TWIST-LOK
Registration Number:	0770718	DIALSPLIT
Registration Number:	0752027	AUTOSPEC

CORRESPONDENCE DATA

Fax Number: 2158325619

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.

TRADEMARK

Phone: 215-569-5619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye
Address Line 1: Blank Rome LLP
Address Line 2: One Logan Square, 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER: 074658-15065

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 09/29/2015

Total Attachments: 14

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Trademarks and Patents)**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Trademarks and Patents) (this "Agreement") made as of this 24th day of September, 2015 by MCLANAHAN CORPORATION, a corporation formed under the laws of the Commonwealth of Pennsylvania ("McLanahan") and EIW, LLC, a limited liability company formed under the laws of the State of Iowa ("EIW" and, collectively with McLanahan, collectively "Grantors" and each a "Grantor") in favor of PNC BANK, NATIONAL ASSOCIATION ("Lender"):

W I T N E S S E T H

WHEREAS, Grantors, as borrowers (sometimes referred to collectively herein as the "Borrowers") and Lender are parties to that certain Revolving Credit, Term Loan, and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lender;

WHEREAS, each Borrower has granted to Lender a security interest in substantially all of the assets of such Borrower, including all right, title and interest of Borrowers in, to, and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Borrowers' trademarks, patents, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement and the Other Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted under the Loan Agreement, the Other Documents, under the Uniform Commercial Code as now or hereafter in effect in the Commonwealth of Pennsylvania, and at law or equity generally, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademarks and Patents (each as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademarks and Patents) with or without judicial process upon the occurrence and during the continuation of an Event of Default. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Loan Agreement, of a continuing security interest in such Grantor's entire right, title, and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and trademark application listed on Schedule I annexed hereto (such trademarks referred to as the “Trademarks”), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(ii) each patent and patent application listed on Schedule I annexed hereto (such patents referred to as the “Patents”), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Patent; and

(iii) all products and proceeds of the forgoing, including without limitation, any claim by Grantors against third parties for past, present or future (a) infringement or dilution of any Trademark and Patent, or (b) injury to the goodwill associated with any Trademark and Patent.

3. Power of Attorney. Upon the occurrence and during the continuation of an Event of Default under the Loan Agreement, each Grantor hereby covenants and agrees that Lender may take such actions permitted under the Loan Agreement, the Other Documents and/or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks and Patents covered hereby. Each Grantor hereby authorizes and empowers Lender, its successors and assigns, and any officer or agent of Lender as Lender may select in its exclusive discretion, as each Grantor’s true and lawful attorney-in-fact, with the power to endorse each Grantor’s name on all applications, assignments, documents, papers and instruments necessary for Lender to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks and Patents to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Patents to anyone else including, without limitation, the power to execute a trademark and patent assignment in the form attached hereto as Exhibit 1. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement and the Other Documents and until all Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

4. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I hereto constitute all Trademarks and all Patents owned or registered to Grantor as of the date of this Agreement.

5. Covenants. Except as otherwise permitted under the Loan Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interests in the Trademarks and Patents without prior written consent of Lender.

6. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Lender.

7. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the Commonwealth of Pennsylvania, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

8. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

MCLANAHAN CORPORATION

By: 
Name: Sean K. McLanahan
Title: Chief Executive Officer

EIW, LLC

By: 
Name: Sean K. McLanahan
Title: Chief Executive Officer

Agreed and Accepted:

PNC BANK, NATIONAL ASSOCIATION

By: _____
Name: Ronald Heiken
Title: Vice President

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

MCLANAHAN CORPORATION

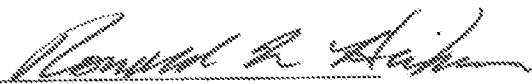
By: _____
Name: Sean K. McLanahan
Title: Chief Executive Officer

EIW, LLC

By: _____
Name: Sean K. McLanahan
Title: Chief Executive Officer

Agreed and Accepted:

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: Ronald Heiken
Title: Vice President

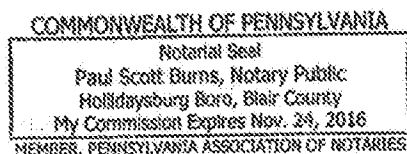
[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
(TRADEMARKS AND PATENTS)]

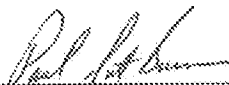
TRADEMARK
REEL: 005632 FRAME: 0884

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF PA : SS
COUNTY OF BLAIR :

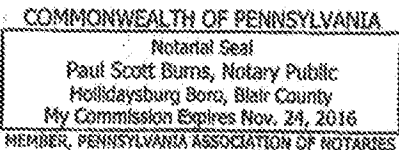
On this 16th day of September, 2015 before me personally appeared Sean K. McLanahan, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of McLanahan Corporation, that he signed the within Agreement pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.





Notary Public
My Commission Expires:

UNITED STATES OF AMERICA :
STATE OF PA : SS
COUNTY OF BLAIR :

On this 16th day of September, 2015 before me personally appeared Sean K. McLanahan, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of EIW, LLC, that he signed the within Agreement pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.




Notary Public
My Commission Expires:

SCHEDULE I

TRADEMARK REGISTRATIONS

Trademarks Schedule – McLanahan Corporation

Trademark Report for Mark

by Client/Mark/Matter
 1/1/1970 to 12/31/2029
 Including Client(s) 0152:

Client Mark Matter	Reference#	Filed	Appl #	Reg. Date	Reg #	Status	Classes
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0152 McLanahan Corporation

DO MORE

UNITED STATES	143151	04/04/2014	86/242,313			ALLOWED	07
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ECOWASH

UNITED STATES	131510					PROPOSED	07
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FREEDOM

CANADA	145509	08/13/2014	1,689,456			PENDING	07
MEXICO	145510	08/19/2014	1,517,834	12/03/2014	1,499,810	REGISTERED	07
UNITED STATES	140661	02/28/2014	86/207,483			ALLOWED	07

GDAM

UNITED STATES	103515	11/18/2010	85/180,235			DESTROYED	07
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GRAVITY DISCHARGE AUTOGENOUS MILL

UNITED STATES	103514	11/18/2010	85/180,191			DESTROYED	07
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HYDROSIZER

UNITED STATES	020452	03/09/1981	73/300,328	06/01/1982	1,196,667	REGISTERED	07
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LIBERATOR

UNITED STATES	131508					PROPOSED	07
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LITES-OUT

UNITED STATES	131505					PROPOSED	07
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MCLANAHAN

ARGENTINA	103192	10/21/2010	3,040,623	11/17/2011	2,475,032	REGISTERED	07
ARGENTINA	103193	10/21/2010	3,040,621	11/17/2011	2,475,031	REGISTERED	37
AUSTRALIA	021326	06/20/2003	958710	02/16/2004	958710	REGISTERED	37,07
AUSTRALIA	114506	08/31/2011	1458421	05/24/2012	1458421	REGISTERED	37,07
BRAZIL	103208	10/25/2010	903,066,661	04/01/2014	903066661	REGISTERED	07
BRAZIL	103210	10/25/2010	903,066,700	04/01/2014	903066700	REGISTERED	37
CANADA	021327	10/14/2003	1,192,392	10/05/2005	TMA649,792	REGISTERED	...
CHILE	103212	10/22/2010	926,110	12/01/2011	939771	REGISTERED	07
CHILE	103213	10/22/2010	926,111	12/01/2011	939772	REGISTERED	37
CHINA	114512	08/31/2011	1094840	04/30/2012	1094840	REGISTERED	37,07
COLOMBIA	103217	10/20/2010	10-129987	05/30/2011	426904	REGISTERED	07
COLOMBIA	103218	10/20/2010	2010-129990	05/30/2011	426905	REGISTERED	37
EUROPEAN UNION	022233					CLOSED	
EUROPEAN UNION	114513	08/31/2011	1094840	09/12/2012	1094840	REGISTERED	37,07
FEDERATION OF RU	114516	08/31/2011	1094840	09/06/2012	1094840	REGISTERED	37,07
ICELAND	114514	08/31/2011	1094840	01/15/2012	1094840	REGISTERED	37,07
INDIA	113060	08/23/2011	2194107	12/19/2013	2194107	REGISTERED	37,07
MEXICO	032018	10/10/2003	623,767	02/17/2004	821,100	REGISTERED	37
MEXICO	032071	10/10/2003	623,768	02/17/2004	821,101	REGISTERED	07
NORWAY	114515	08/31/2011	1094840	07/06/2012	1094840	REGISTERED	37,07
OMAN	114517	08/31/2011	1094840			REGISTERED	37,07
PERU	103220	10/21/2010	435803-2010	07/06/2011	00002779	REGISTERED	37,07
SAUDI ARABIA	113061	08/21/2011	171519	12/31/2013	143209779	REGISTERED	07
SAUDI ARABIA	113184	08/21/2011	171520	03/06/2013	1407/02	REGISTERED	37
SWITZERLAND	114519	08/31/2011	1094840	11/22/2012	1094840	REGISTERED	37,07
UNITED STATES	021297	04/14/2003	76/508,186	09/14/2004	2,883,767	REGISTERED	37,07
UNITED STATES	092439	04/23/2010	85/021,620	10/25/2011	4,046,240	REGISTERED	37,07
WIPO	113003		A0026034	08/31/2011	1094840	REGISTERED	37,07

Trademark Report for Mark

by Client/Mark/Matter
1/1/1970 to 12/31/2029
Including Client(s) 0152:

Client Mark Matter	Reference#	Filed	Appl #	Reg. Date	Reg #	Status	Classes
0152 McLanahan Corporation							
McLANAHAN and Logo							
AUSTRALIA	032341	01/12/2004	984617	08/30/2004	984617	REGISTERED	37,07
McLANAHAN Logo (New)							
AUSTRALIA	032340					INACTIVE	37,07
Miscellaneous Design (Red Sphere)							
ARGENTINA	121537	05/29/2012	3,167,784	09/03/2014	2,674,670	REGISTERED	07
ARGENTINA	121538	05/29/2012	3,167,787	07/21/2014	2,663,316	REGISTERED	37
AUSTRALIA	122737	05/24/2012	1507192	12/10/2012	1507192	REGISTERED	37,07
BRAZIL	121540	06/22/2012	904,936.686	07/07/2015	904,936.686	REGISTERED	07
BRAZIL	121541	06/22/2012	904,936.457	07/07/2015	904,936.457	REGISTERED	37
CANADA	121542	05/31/2012	1,580,005	06/19/2014	TMA880,417	REGISTERED	...
CHILE	121543	06/05/2012	1010460	09/08/2014	1124533	REGISTERED	20,16,08,07
CHILE	121544	06/05/2012	1010458	10/06/2014	1130890	REGISTERED	37
CHINA	122741	05/24/2012	1122811	03/25/2013	1122811	REGISTERED	37,07
COLOMBIA	121547	05/29/2012	12-089308	09/28/2012	57799	REGISTERED	07
COLOMBIA	121548	05/29/2012	12-089319	09/28/2012	57800	REGISTERED	37
EUROPEAN UNION	122739	05/24/2012	1122811	06/11/2013	1122811	REGISTERED	37,07
FEDERATION OF RU	122744	05/24/2012	1122811	05/30/2013	1122811	REGISTERED	37,07
ICELAND	122740	05/24/2012	1122811	01/15/2013	1122811	PENDING	37,07
INDIA	121551	06/04/2012	2342692	06/04/2012	2342692	REGISTERED	37,07
MEXICO	121552	05/29/2012	1,278,168	04/29/2013	1,363,850	REGISTERED	07
MEXICO	121553	05/29/2012	1,278,167	09/27/2012	1,315,721	REGISTERED	37
NORWAY	122742	05/24/2012	1122811	03/08/2013	1122811	REGISTERED	37,07
OMAN	122743	05/24/2012	1122811			PENDING	37,07
PERU	121557	05/25/2012	494749-2012	02/13/2013	5577	REGISTERED	37,07
SAUDI ARABIA	121558	05/27/2012	182615	06/22/2013	1454/55	REGISTERED	07
SAUDI ARABIA	121559	05/27/2012	182616	06/22/2013	1454/56	REGISTERED	37
SWITZERLAND	122738	05/24/2012	1122811	05/24/2012	1122811	REGISTERED	37,07
UNITED STATES	114526	12/29/2011	85/505,513	12/18/2012	4,262,503	REGISTERED	37,07
WIPO	121539	05/24/2012	A0029982	05/24/2012	1122811	REGISTERED	37,07
RECIPE SAND PLANT							
UNITED STATES	131509					PROPOSED	07
ROCK MASTER							
UNITED STATES	031375	07/24/1997	75/329,934	09/25/2001	2,492,889	DESTROYED	07
ROCKMASTER							
UNITED STATES	011381	08/24/2001	76/304,580	04/29/2003	2,710,705	REGISTERED	07
SAND MANAGER							
UNITED STATES	011318	08/28/2001	76/306,127	04/22/2003	2,710,011	REGISTERED	07
SAND SOLUTIONS							
UNITED STATES	122153	07/11/2012	85/674,181	05/14/2013	4,333,973	REGISTERED	07
SHALE KING							
UNITED STATES	080430	09/15/1982	378,246	12/13/1983	1,260,798	CANCELLED	07
STONE-SCRUBBER							
UNITED STATES	131507					PROPOSED	07

Trademark Report for Mark

by Client/Mark/Matter
1/1/1970 to 12/31/2029
Including Client(s) 0152;

Client	Mark	Reference#	Filed	App#	Reg. Date	Reg #	Status	Classes
0152	McLanahan Corporation							
	TWIST- LOK							
	UNITED STATES	011319	08/28/2001	76/306,264	11/20/2007	3,342,222	SUPP. REG.	07
	VELCO							
	UNITED STATES	131506					PROPOSED	07
	YIELD WIZARD							
	UNITED STATES	044227	05/19/2004	78/421,282	01/02/2007	3,194,914	CANCELLED	09
	ZIP-STRIP							
	UNITED STATES	011320	08/28/2001	76/306,266	05/27/2003	2,719,938	ABANDONED	17
	Report Total					76		

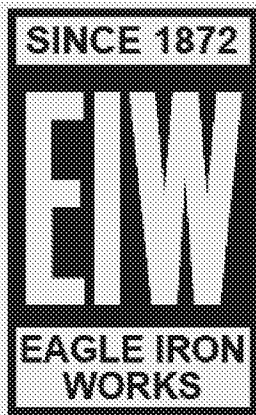
Trademark Schedule – EIW, LLC

United States Federally Registered Servicemarks and Trademarks

- DIALSPLIT (U.S. Reg. No. 0770718)
- AUTOSPEC (U.S. Reg. No. 0752027)

Unregistered Servicemarks, Trademarks and Tradenames

- EAGLE
- EAGLE IRON WORKS
- EAGLE IRON WORKS CORP.
- EIW



PATENT REGISTRATIONS

Patent Schedule – McLanahan Corporation

The Webb Law Firm
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CK7250.rtm

Patent Report by Client Ref w/inventor

by Client/Family/Matter
1/1/1970 to 12/31/2029
Including Client(s) 0152;

Client Family Matter	Webb Ref	Client Ref	Type	Filed	Serial #	Issued	Patent #	Status
0152 McLanahan Corporation								
"Crusher"								
Inventor AUSTRALIA	WALTER, ARTHUR D.;SIDNEY, JR., GEORGE	090831	CEQ	11/02/1990	65,736/90	01/22/1993	629,149	EXPIRED
"Crusher"								
Inventor CANADA	WALTER, ARTHUR D.;SIDNEY, JR., GEORGE	090832	CEQ	11/02/1990	2029234.2	10/29/1996	2,029,234	EXPIRED
"Crusher"								
Inventor UNITED STATES	WALTER, ARTHUR D.;SIDNEY, JR., GEORGE	901144	DIV	12/10/1990	07/625,002		5,060,874	EXPIRED
"Crusher"								
Inventor AUSTRALIA	WALTER, ARTHUR D.;SIDNEY, JR., GEORGE	920749 P2055-7649	DIV	07/17/1992	20,369/92	04/02/1993	632,030	EXPIRED
"Crushing Apparatus with an Adjustable Closed Side Setting"								
Inventor UNITED STATES	WINCHIP, LOU;PINCKNEY, BLAKE;DEDIEMAR, RONALD B.	132965	PRV	09/09/2013	61/875,362			EXPIRED
Inventor UNITED STATES		144463	ORD	09/08/2014	14/479,897			PUBLISHED
Inventor WIPO		144464	PCT	09/09/2014	PCT/US2014/054677			PUBLISHED
"Impact Crusher and Adjustment System"								
Inventor UNITED STATES	YOUNG, GREGORY A.;PINCKNEY, BLAKE	147017	PRV	10/24/2014	62/068,327			PENDING
Inventor UNITED STATES		155834	ORD					PROPOSED
"Roller"								
Inventor UNITED STATES	SIDNEY, JR., GEORGE	090527	ORD	08/16/1990	07/568,596	07/02/1991	5,027,491	EXPIRED
"Sand Tank Discharge Elbow"								
Inventor UNITED STATES	WEDDLE, DAVID S.;BRENNECKE, CRAIG F., JR.	020473	PRV	03/15/2002	60/365,377			EXPIRED
"Sand Tank Discharge Elbow"								
Inventor UNITED STATES	MILLS, DONALD A.;BRENNECKE, CRAIG F., JR.	030383	ORD	03/14/2003	10/388,867			ABANDONED
"Sludge Treatment Unit"								
Inventor UNITED STATES	RHOA, DAVID A.;MAUGLE, THAD S.	931157	ORD	03/31/1994	08/221,398	06/17/1997	5,639,035	EXPIRED
"Valve Seat"								
Inventor UNITED STATES	MILLS, DONALD A.;BRENNECKE, CRAIG F., JR.	020472	PRV	03/15/2002	60/364,698			EXPIRED
Inventor UNITED STATES		030384	ORD	03/14/2003	10/388,866	03/23/2004	6,708,952	ISSUED

Patent Schedule – EIW, LLC Corporation

U.S. Registered Patents

Patent No. 5,818,732, Batch Timer Initialization for a Sand Classifying Tank, issued October 6, 1998

Patent No. 4,199,080, Input Monitoring System for Sand Classifying Tank, issued April 22, 1980, expired June 22, 1998

Patent No. 3,913,788, Automated Continuous Classification and Reblending System for Sand and other Granular Material, issued October 21, 1975

Canadian Registered Patents

Patent No. CA 1117621, Input Monitoring System for Sand Classifying Tank, issued February 2, 1982, expired February 2, 1999

Patent No. CA 1034232, Automated Continuous Classification and Reblending System for Sand and other Granular Material, issued July 4, 1978, expired July 4, 1995

Patent No. CA 747229, Gravity Separator Control System, issued November 29, 1966, expired November 29, 1983

Patent No. CA 718294, Control for Discharge of Settling Tank, issued September 21, 1965, expired September 21, 1982

Mexican Registered Patent

Patent No. 208610, Batch Time Initialization for a Sand Classifying Tank, expired May 10, 2013

The EIW, LLC patents, although currently registered to Eagle Iron Works, were assigned to EIW, LLC pursuant to that certain Assignment of Patents dated Nov. 30, 2012, between Eagle Iron Works Corp. and EIW, LLC.

EXHIBIT 1

TRADEMARK AND PATENT ASSIGNMENT

WHEREAS, [_____] (“Grantor”) is the registered owner of the (i) trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule I attached hereto and made a part hereof (“Trademarks”) and (ii) patents listed on Schedule II attached hereto and made a part hereof (“Patents”) which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ (“Grantee”), having a place of business at _____, is desirous of acquiring said Trademarks and Patents;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement (Trademarks and Patents) dated _____, 2015 among Grantors and Grantee, all of its present and future right, title and interest in and to the Trademarks and Patents and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark and Patent Assignment to be executed as of the ___ day of _____.

[_____]

By: _____
Attorney-in-fact

Witness: