

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357732

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kinzie & Payne Biochemical Corporation		03/05/2015	CORPORATION:
Mr. Robert Kinzie		03/05/2015	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	Superior BioSolutions, LLC
Street Address:	7352 Darlin Court
Internal Address:	Unit 1
City:	Dane
State/Country:	WISCONSIN
Postal Code:	53529
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3401168	BIO-CLEAN
Registration Number:	1930663	BIO-CLEAN
Registration Number:	1977857	CLEAN GENE
Registration Number:	1497326	PLUMB CLEAN
Registration Number:	1858309	PLURAZYME
Registration Number:	2007698	TANK GUARD
Registration Number:	1983562	WASTE GO

CORRESPONDENCE DATA

Fax Number: 6083143802

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: (608) 314-3811

Email: ip@murphydesmond.com

Correspondent Name: Stephen C. Werner, Jr.

Address Line 1: 101 E. Milwaukee Street

Address Line 2: Suite 301

Address Line 4: Janesville, WISCONSIN 53545

OP \$190.00 3401168

NAME OF SUBMITTER:	Stephen C. Werner, Jr.
SIGNATURE:	/Stephen C. Werner, Jr./
DATE SIGNED:	10/07/2015
Total Attachments: 4 source=Superior BioSolutions Assignment#page1.tif source=Superior BioSolutions Assignment#page2.tif source=Superior BioSolutions Assignment#page3.tif source=Superior BioSolutions Assignment#page4.tif	

FILE COPY

ASSIGNMENT OF PROPRIETARY RIGHTS

WHEREAS, Kinzie & Payne Biochemical Corporation and Robert Kinzie (hereafter collectively "Assignor") has adopted, used, and is using the various proprietary rights ("the Proprietary Rights") in the conduct of its manufacturing business located in Shreveport, Louisiana (hereafter "the Business"); and

WHEREAS, a listing of the Proprietary Rights is attached hereto as Exhibit A; and

WHEREAS, Superior BioSolutions, LLC (hereafter "Assignee") is purchasing certain assets from Assignor, including the Proprietary Rights.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, effective March 5, 2015, all of its right, title, and interest in and to the Proprietary Rights, and any variations thereof.

Absent express authorization by Assignee, Assignor agrees to refrain from the use of The Proprietary Rights in any way and for any purpose or to use in commerce any of the Proprietary Rights in any way whatsoever, or to deceive any party as to the source of any goods and services offered by Assignor. The waiver by Assignee of a breach by Assignor of this section shall not operate or be construed as a waiver of any subsequent breach by Assignor.

This assignment by Assignor includes all of the goodwill of that portion of the Business symbolized by any of the Proprietary Rights together with (1) all income and

royalties hereafter due or payable to Assignor with respect to the Proprietary Rights (2) all damages and payments for past or future infringements and misappropriations of the Proprietary rights and (3) all rights to sue for past, present and future infringements, misappropriations of the Proprietary Rights, all for Assignee's own use and enjoyment, including without limitation the right to renew and/or apply any registrations within or outside the United States based in whole or in part on any portion of the Proprietary Rights including any priority right that may have arisen from Assignor's use of the Proprietary Rights and/or prior ownership of any such registrations. Assignor shall reasonably cooperate with Assignee in any such registration efforts.

Assignor warrants to and covenants with Assignee, and Assignee's successors, assigns and legal representatives, that Assignor has full right to convey the entire rights, titles and interests herein assigned by Assignor to Assignee, and that Assignor has not executed, and will not execute, any agreements which are inconsistent herewith. All representations and warranties related to the Proprietary Rights set forth in the Asset Purchase Agreement of even date herewith by and between the Parties shall be incorporated by reference into this Assignment.

Assignor agrees to execute any instruments and perform any acts which may be reasonably necessary to fully effectuate and record in any and all jurisdictions throughout the world the assignment of the rights, titles and interests assigned to Assignee, and Assignee's successors, assigns and legal representatives, pursuant to this Assignment.

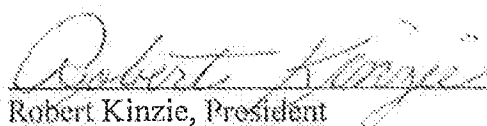
This Agreement shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties hereto,

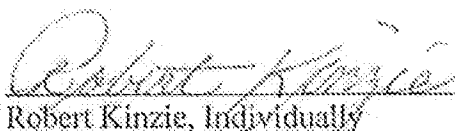
Dated this 16 day of March, 2015.

**KINZIE & PAYNE BIOCHEMICAL
CORPORATION**

Assignor

By:


Robert Kinzie, President


Robert Kinzie, Individually

Dated this 10 day of March, 2015.

SUPERIOR BIOSOLUTIONS, LLC

Assignee

By:


John Dahlk, Authorized Member

4832-6318-9793, v. 1

PROPRIETARY RIGHTS

All proprietary rights related to or used in the Business including but not limited to all product formulas, all customer lists and all trade names, all copyrights to all documentation, instructions and marketing materials, and specifically including the following:

Registered Trademarks:

Trademark	"BIO-CLEAN" Reg. No. 3,401,168
Trademark	"BIO-CLEAN" Reg. No. 1,930,663
Trademark	"BIO-CLEAN POND TRADEMARK" acquired from Stoney Creek Fisheries and Equipment, Inc.
Trademark (Canada)	"BIO-CLEAN" Reg. No. TMA 530,314
Trademark	"CLEAN GENE" Reg. No. 1,977,857
Trademark (Germany)	"CLEAN GENE" Reg. No. 002780534
Trademark (Germany)	"BIO-SPIRAL" Reg. No. 002782209
Trademark	"PLUMB CLEAN" Reg. No. 1,497,326
Trademark	"PLURAZYME" Reg. No. 1,858,309
Trademark	"TANK GUARD" Reg. No. 2,007,698
Trademark	"WASTE GO" Reg. No. 1,983,562