

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359597

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FBI Buildings, Inc.		01/01/2015	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Summit Livestock Facilities LLC		
Street Address:	3823 W 1800 S		
City:	Remington		
State/Country:	INDIANA		
Postal Code:	47977		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85395605	SUMMIT LIVESTOCK FACILITIES	
Serial Number:	85977823	SUMMIT LIVESTOCK FACILITIES	
Serial Number:	85977824	SUMMIT LIVESTOCK FACILITIES	
CORRESPONDENCE DATA			
Fax Number:	7654237901		
<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:	3177777920		
Email:	travis.stegemoller@gutweinlaw.com		
Correspondent Name:	Travis E. Stegemoller		
Address Line 1:	200 S Meridian Street, Suite 420		
Address Line 4:	Indianapolis, INDIANA 46225		
ATTORNEY DOCKET NUMBER:	16035.0001		
NAME OF SUBMITTER:	Travis E. Stegemoller		
SIGNATURE:	/Travis E. Stegemoller/		
DATE SIGNED:	10/22/2015		
Total Attachments: 5			
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Trademark Assignment Agreement

This agreement, dated September 24, 2015, with an effective date as of January 1, 2015 ("Effective Date"), is by and between FBI Buildings, Inc., an Indiana corporation ("FBI"), and Summit Livestock Facilities, LLC, a Delaware limited liability company ("Summit").

FBI owns the Marks attached in Schedule A ("Marks"), including state, United States Federal, and foreign trademark registrations and applications therefor, with respect to architectural design, planning, engineering, construction, consulting, and educational services in the field of agricultural and livestock facilities, anaerobic digesters, and related goods and services, and all business and activities incidental thereto.

Summit desires to obtain all of FBI's right, title and interest in and to the Marks and grant back to FBI a non-exclusive, royalty free license to use the Marks in the geographic territory defined herein.

It is understood and agreed between the parties herein as follows:

1.0 Assignment. For good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, FBI hereby assigns to Summit all right, title, and interest in the Marks, including without limitation all related common law marks, state registrations, United States federal registrations, and foreign registrations, any trademark application, together with the goodwill of the business symbolized by the Marks and together with the right to sue for past, present, and future infringements or other violations of the Marks.

1.1 Representations and Warranties of FBI.

(a) FBI represents and warrants that it owns valid and subsisting rights in the Marks and its U.S.

(b) FBI knows of no adverse claims of ownership to the Marks or of any existing state of facts that would support a claim that use by Summit of the Marks anywhere in the world infringes or otherwise violates any trademark right of any other person.

(c) FBI is a corporation duly organized, validly existing and in good standing under the laws of the State of Indiana and has the requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(d) The execution and delivery by FBI of this Agreement, the performance and observance by FBI of its obligations hereunder and the consummation by FBI of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of FBI. This Agreement has been duly executed and delivered by a duly authorized officer of FBI and constitutes the valid and legally binding obligation of FBI, enforceable against FBI in accordance with its terms.

(e) To FBI's knowledge, no consents or agreements of any third party or governmental body are necessary for the execution, delivery, performance or observance by

FBI of its obligations under this Agreement.

2.0 License. Summit hereby grants to FBI a perpetual, nonexclusive, royalty-free license to use the Marks in the United States in connection with construction and engineering services in the field of agricultural and livestock facilities ("Services").

2.1 Transferability. FBI's rights under this license are unassignable; however, FBI may sublicense its rights under this license, provided that any such sublicense contains the same terms and protections included in this Agreement.

2.2 Reservation of Rights. Summit hereby reserves any and all rights not expressly and explicitly granted in this Agreement, including without limitation Summit's right to authorize or license use of the Marks or any other Marks or names used by Summit, to any third party for use in connection with any goods and services.

2.3 Proper Use. FBI shall use of the Marks in strict compliance with the terms of this Agreement:

(a) FBI shall use The Marks only in connection with the Services and in such form as Summit shall, in its sole discretion, approve from time to time. FBI shall use the symbol TM or, where a United States federal trademark registration has been obtained, the symbol [®].

(b) FBI shall maintain a consistent level of quality of the goods and services offered or sold in connection with the Marks substantially equal to that of Summit's goods and services.

(c) In order to assure that the Services, and the goods and services sold therewith, are consistent with the level of quality consumers associate with Summit, FBI grants Summit the right to inspect any goods or services sold in connection with the Marks.

(d) From time to time, Summit may request in writing that FBI shall submit to Summit, photographic, documentary, or testimonial evidence of any goods or services sold in connection with the Marks.

(e) If Summit, in good faith, determines that the quality of goods or services sold by FBI under the Marks is unsatisfactory, in its absolute and sole discretion, then Summit may, at its election, require FBI to remedy the quality issue and to pay for the costs associated with the same and for corrective advertising, or terminate the license granted to FBI in this Section 2.

(f) FBI shall not to use the Marks in connection with any products or services that are deemed by Summit, in its reasonable judgment, to be directly, explicitly or maliciously disparaging of Summit or its products or services, or in connection with products or services that are themselves unlawful or whose purpose is to encourage unlawful activities by others.

2.5 Ownership. FBI hereby acknowledges that, as of the Effective Date, Summit is the owner of the Marks, and any trademark applications and/or registrations thereto, and

further agrees that it will do nothing inconsistent with such ownership and agrees that all use of the Marks by FBI shall inure to the benefit of FBI. FBI agrees that nothing in this Agreement shall give FBI any right, title or interest in the Marks other than the right to use the Marks in accordance with this Agreement. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

2.6 Termination. Licensor may, in its sole discretion, immediately terminate the license granted in this Section 2 upon a material breach of its terms or in the event that Licensee files a petition in bankruptcy or is adjudged bankrupt, or if a petition in bankruptcy is filed against Licensee, or if Licensee becomes insolvent, or makes an assignment for the benefit of creditors, or if Licensee discontinues its business or if a receiver is appointed for Licensee or Licensee's business who is not discharged within 90 days.

3.0. Entire Agreement. This Agreement contains the entire agreement between the parties concerning the subject matter herein.

4.0. Waivers and Amendments. This Agreement shall not be modified except upon written agreement of the parties hereto. All amendments and other modifications hereof shall be in writing and signed by each of the parties hereto. The delay or failure by any party to insist, in any one instance or more, upon strict performance of any of the terms or conditions of this Agreement, or to exercise any right or privilege herein conferred shall not be construed as a waiver of any such terms, conditions, rights or privileges, but the same shall continue and remain in full force and effect. All rights and remedies are cumulative.

5.0. Governing Law. This Agreement shall be governed, construed and interpreted according to the internal laws of the State of Indiana, excluding any choice of law rules.

6.0. Severability. The unenforceability or invalidity of any article, section, subsection or provision of this Agreement shall not affect the enforceability or validity of the balance of this Agreement.

7.0. Independent Contractors. The parties acknowledge and agree that they are dealing with each other hereunder as independent contractors. Nothing contained in the Agreement shall be interpreted as constituting either party the joint venture or partner of the other party or as conferring upon either party the power of authority to bind the other party in any transaction with third parties.

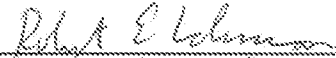
8.0. Equitable Relief. FBI recognizes and acknowledges that a breach by FBI of this Agreement will cause Summit irreparable damage which cannot be readily remedied in monetary damages in an action at law, and may, in addition thereto, constitute an infringement of the Marks. In the event of any default or breach by FBI that could result in irreparable harm to Summit or cause some loss or dilution of Summit's goodwill, reputation, or rights in the Marks, Summit shall be entitled to immediate injunctive relief to prevent such irreparable harm, loss, or dilution in addition to any other remedies available.

9.0. Counterparts. This Agreement may be executed in one or more counterparts, none of which need contain the signature of more than one party hereto and each of which shall be

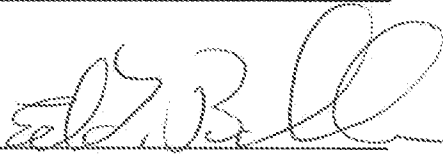
deemed to be an original, and all of which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by an authorized representative as of the Effective Date.

FBI BUILDINGS, INC:

By: 
Name: Robert E. Lehman
Title: CFO

SUMMIT LIVESTOCK FACILITIES, LLC:

By: 
Name: Ed L. Babler
Title: CEO

**SCHEDULE A
MARKS**

Common law trademarks:

SUMMIT LIVESTOCK FACILITIES (word mark)

SUMMIT LIVESTOCK (word mark)

SUMMIT (word mark)

 **Summit
Livestock Facilities** (design mark)

Applications and Registrations:

Country	Trademark	Type	Class	Registration No.
United States of America	SUMMIT LIVESTOCK FACILITIES	Word mark	37	4505748
United States of America	SUMMIT LIVESTOCK FACILITIES	Word mark	41	4394045
United States of America	SUMMIT LIVESTOCK FACILITIES	Word mark	42	4512698