

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM368424

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Emberex, Inc.		09/16/2015	CORPORATION: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bloxi LLC		
<b>Street Address:</b>	220 East 11th Ave, Suite 6		
<b>City:</b>	Eugene		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97401		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: OREGON		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86202189	BLOXI	
<b>Registration Number:</b>	4646269	BLOXI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5413442025		
<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>			
<b>Phone:</b>	541-686-8511		
<b>Email:</b>	chellwig@hershnerhunter.com		
<b>Correspondent Name:</b>	Carrie L. Hellwig Christopher		
<b>Address Line 1:</b>	180 East 11th Ave.		
<b>Address Line 4:</b>	Eugene, OREGON 97401		
<b>NAME OF SUBMITTER:</b>	Carrie L. Hellwig Christopher		
<b>SIGNATURE:</b>	/Carrie L. Hellwig Christopher/		
<b>DATE SIGNED:</b>	01/07/2016		
<b>Total Attachments: 3</b>			
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## ASSIGNMENT OF MARKS

### PARTIES:

EMBEREX, INC., an Oregon corporation (“Assignor”)

BLOXI LLC, an Oregon limited liability company (“Assignee”)

### RECITALS:

**A.** Assignor wishes to transfer the Marks (defined below) to Assignee pursuant to this Assignment of Marks (“Assignment”) as part of, and in connection with, the assignment of certain business operations and related intellectual property assets from Assignor to Assignee.

**B.** Accordingly, Assignor intends to assign its interest in the Marks on the terms and conditions set forth in this Assignment.

### AGREEMENTS:

1. **ASSIGNMENT.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby conveys, transfers, assigns, and delivers unto Assignee, effective as of the date hereof, the service marks, trademarks and trade names listed on Exhibit A (the “Marks”) and all right, title, and interest of Assignor therein, including the federal trademark registrations and applications listed on Exhibit A, and together with the goodwill of the business connected with and symbolized by the Marks and registration, if any, therefor, as well as all rights to damages or profits, due or accrued, arising out of past infringement of the Marks or injury to said goodwill and the right to sue for and recover the same in the Assignee’s own name.

2. **REPRESENTATIONS AND WARRANTIES OF ASSIGNOR.** Assignor represents and warrants to Assignee as follows:

2.1 Assignor exclusively owns all right, title, and interest in the Marks on Exhibit A free and clear of any encumbrances and has full legal right, power, and authority to convey, transfer, assign, and deliver such Marks to Assignee.

2.2 The execution and delivery of this Assignment by Assignor and the consummation and performance by it of the transactions contemplated herein have been duly and validly authorized by all requisite action of Assignor, and this Assignment has been duly and validly executed and delivered by Assignor and is the valid and binding obligation of it, enforceable against Assignor in accordance with its terms, except as limited by applicable bankruptcy, moratorium, insolvency, or other similar laws affecting generally the rights of creditors or by principles of equity.

3. **FURTHER ACTIONS.** Assignor hereby covenants and agrees to execute and deliver without further consideration, at the request of Assignee, such further instruments of

transfer and assignment and to take such other action as Assignee may reasonably request to more effectively consummate the assignments contemplated by this Assignment.

4. COUNTERPARTS. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

5. BINDING EFFECT. This Assignment and the covenants and agreements herein contained shall be binding upon and inure to the benefit of Assignee and its successors and assigns and shall inure to the benefit of Assignor and its successors and assigns.

6. RECORDING. To the extent necessary, Assignor agrees that Assignee may file this Assignment with any and all appropriate governmental offices for purposes of confirming the assignment of the Marks from Assignor to Assignee.

EFFECTIVE DATE: September 16, 2015.

ASSIGNOR:

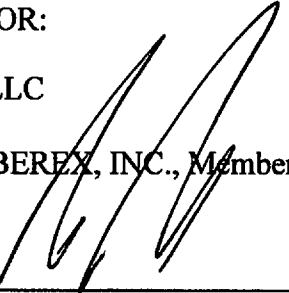
EMBEREX, INC.

By: 

Thomas Emmons, President

ASSIGNOR:

BLOXI LLC

By: EMBEREX, INC., Member 

By: \_\_\_\_\_

Thomas Emmons, President

**EXHIBIT A**

1. "Bloxi".
2. USPTO registration no. 4646269 for "Bloxi".
3. USPTO intent-to-use application, serial no. 86202189 for "Bloxi".
4. The following design mark:



5. Any other trademark, service mark or trade name used exclusively in connection with the Bloxi business.