

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375312

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vexor Technology, Inc.		03/01/2016	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Vexor Technology, LLC		
Street Address:	955 W. Smith Rd.		
City:	Medina		
State/Country:	OHIO		
Postal Code:	44256		
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3911813	VEXOR ENGINEERED FUEL	
Registration Number:	3901113	VEXOR	
Registration Number:	3599063	VEXOR TECHNOLOGY	
Registration Number:	3434032	VEXOR ENGINEERED FUEL	
Registration Number:	3434031	VEXOR TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	7349302488		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield - Bodman PLC		
Address Line 1:	201 South Division, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Susan M. Kornfield		
SIGNATURE:	/Susan M. Kornfield/		
DATE SIGNED:	03/02/2016		
Total Attachments: 4			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY is entered into as of this 1st day of March, 2016 (this "Assignment"), by and between Vexor Technology, Inc., an Ohio corporation ("Assignor"), and Vexor Technology, LLC, a Michigan limited liability company ("Assignee").

RECITALS:

WHEREAS, Assignor and Assignee, among others, have entered into that certain Contribution Agreement, of even date herewith (the "Contribution Agreement"). Capitalized terms used herein and not expressly defined herein shall have the meanings ascribed to such terms in the Contribution Agreement;

WHEREAS, the Contribution Agreement provides, subject to the terms and conditions set forth therein, for the contribution, transfer, conveyance, assignment and delivery by Assignor to Assignee of all of Assignor's right, title and interest in the Contributed Assets, including all Contributed IP (as hereinafter defined); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, all of Assignor's right, title and interest in and the Contributed IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Intellectual Property Assignment. Effective as of the date hereof, Assignor hereby assigns, conveys, grants and transfers unto Assignee the following:

(a) Assignor's entire right, title and interest in and to any and all of the following, in each case to the extent relating to, used in or held for use in the Business: (i) patents, patent applications, patent disclosures and inventions (whether or not patentable or reduced to practice), and all improvements thereto, as well as any reissues, continuations, continuations-in-part, divisions, revisions, extensions or reexaminations thereof, (ii) trademarks, service marks, designs trade dress, trade names, slogans, logos, internet domain names, and corporate names and registrations and applications for registration thereof, including but not limited to those set forth on Exhibit A, together with all of the goodwill associated therewith, (iii) all works of authorship (whether or not copyrightable), copyrights, moral rights and registrations and applications for registration thereof, (iv) mask works and registrations and applications for registration thereof, (v) computer software, data, databases, web sites, firmware, source code, executable code and documentation thereof, (vi) trade secrets and other confidential information (including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, processes techniques, methods research and development information, drawings, specifications, designs, molds, plans, proposals, technical data, financial and marketing plans and customer and supplier lists

and information), and (vii) all other intellectual property and proprietary rights (collectively, the "Contributed IP").

(b) All claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement of any Contributed IP prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name;

(c) All of Assignor's right, title and interest in and to all income, royalties, damages and payments now or hereafter due and/or payable under and with respect to any of the Contributed IP, including, without limitation, the right to recover for past, present or future infringements by others of the Contributed IP; and

(d) All rights corresponding to the Contributed IP throughout the world, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Further Assurance. Assignor agrees that it shall do, execute, acknowledge and deliver, all acts, agreements, documents, instruments, notices and assurances as may be reasonably requested by Assignee to further effect and evidence the transactions contemplated hereby. Assignor will at any time upon request and without further consideration, make all rightful oaths, and do all lawful acts required for procuring and enforcing the Contributed IP.

3. No Third-Party Beneficiaries. Nothing in this Assignment shall confer any rights upon any Person other than Assignor and Assignee and each such party's respective successors and permitted assigns.

4. Miscellaneous. The following sections of the Contribution Agreement are hereby made part of this Bill of Sale and Assignment, as if they were contained in this Bill of Sale and Assignment, together with any necessary conforming changes: Section 13 (Governing Law), Section 14 (Successors and Assigns), Section 15 (Severability), Section 17 (Construction), and Section 18 (Counterparts; Electronic Signatures).

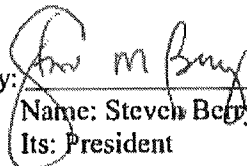
5. Contribution Agreement Governs. Notwithstanding anything contained in this Assignment to the contrary, the terms and provisions of the Contribution Agreement shall control the extent of the assignment made pursuant to this Assignment. The rights and obligations of the parties to the Contribution Agreement set forth in the representations, warranties, covenants, agreements and other terms and provisions of the Contribution Agreement shall be neither limited, altered or impaired nor enhanced or enlarged hereby or by performance hereunder.

[Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Intellectual Property to be executed as of the date first written above.

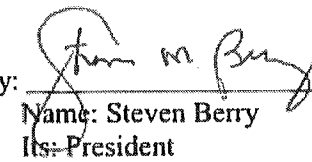
ASSIGNOR:

VEXOR TECHNOLOGY, INC.

By: 
Name: Steven Berry
Its: President



ASSIGNEE:

VEXOR TECHNOLOGY, LLC

By: 
Name: Steven Berry
Its: President

[Signature page to Assignment of IP]

EXHIBIT A

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
	77/771099	6/30/09	3,911,813	1/25/11	Vexor Technology, Inc. (an Ohio corp.)
VEXOR	77/598731	10/23/08	3,901,113	1/4/11	Vexor Technology, Inc. (an Ohio corp.)
	77/111749	2/20/07	3,599,063	3/31/09	Vexor Technology (an Ohio corp.)
VEXOR ENGINEERED FUEL	77/111750	2/20/07	3,434,032	5/27/08	Vexor Technology (an Ohio corp.)
VEXOR TECHNOLOGY	77/111745	2/20/07	3,434,031	5/27/08	Vexor Technology (an Ohio corp.)

(Domain Names)

1. www.vexortechnology.com

(Trade Names)

1. Vexor
2. VEF
3. Vexor Technology, Inc.
4. Vexor Enterprise LTD.

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20965364.1
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