

8/12/2016

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900373821 08/05/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394022

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900371802

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
St Helens Community Federal Credit Union	FORMERLY West Oregon Wood Products	05/14/2016	Federally Chartered Credit Union
Panther Red LLC		06/01/2016	Corporation: WASHINGTON

GM

LLC
GM

8/10/16

RECEIVING PARTY DATA

Name:	Panther Red LLC
Street Address:	4920 169th Ave SE
City:	Snohomish
State/Country:	WASHINGTON
Postal Code:	98290
Entity Type:	Limited Liability Company: UNITED STATES WASHINGTON GM
Name:	Forest Energy Corporation
Street Address:	1001 N 40th St
City:	Show Low
State/Country:	ARIZONA
Postal Code:	85901
Entity Type:	Corporation: ARIZONA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2197050	HOT SHOTS
Registration Number:	2608896	HIGH ENERGY
Registration Number:	1710675	BLAZER
Registration Number:	1881804	LIL' DEVILS
Registration Number:	2959845	WOW
Registration Number:	2073819	NOAH'S CHOICE

CORRESPONDENCE DATA

Fax Number: 9285371661

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:	9285371647
Email:	imay@forestenergy.com
Correspondent Name:	Mike Lundy
Address Line 1:	1001 N 40th St
Address Line 4:	Show Low, ARIZONA 85901
NAME OF SUBMITTER:	Gary Moore
SIGNATURE:	/gm/
DATE SIGNED:	08/05/2016
Total Attachments: 8 source=Assignment IP Panther Red to FEC#page1.tif source=Assignment IP Panther Red to FEC#page2.tif source=Assignment IP Panther Red to FEC#page3.tif source=Fully Executed IP Assignment (02320644x7AC43)#page1.tif source=Fully Executed IP Assignment (02320644x7AC43)#page2.tif source=Fully Executed IP Assignment (02320644x7AC43)#page3.tif source=Fully Executed IP Assignment (02320644x7AC43)#page4.tif source=Fully Executed IP Assignment (02320644x7AC43)#page5.tif	

ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale (the "Assignment") is executed as of the 1 day of JUNE, 2016, from Panther Red, LLC, a Washington LLC ("Seller"), to FOREST ENERGY CORPORATION, an Arizona corporation ("Buyer").

NOW, THEREFORE, for \$ 10⁰⁰ (TEN DOLLARS) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby sell, assign, transfer, convey, grant and deliver to Buyer all right, title and interest of Seller in and to certain intellectual property described on attached Exhibit A (collectively, the "Intellectual Property").

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Purchaser, and Purchaser hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned IP"):

(a) the patent, trademark registrations and application, and domain name set forth on **Schedule 1** hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof together with the goodwill of the business connected with the use of and symbolized by the Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Purchaser. Following the date hereof, upon Purchaser's reasonable request, and at Seller's sole cost and expense. Seller

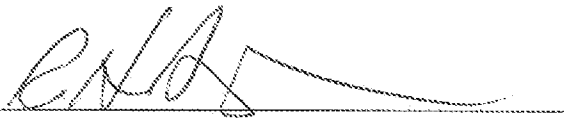
shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Purchaser, or any assignee or successor thereto.

3. Free from Liens and Encumbrances. Seller represents to Buyer that, as of the date hereof, the Intellectual Property is free from all liens and encumbrances.
4. No Rights in Third Parties. Nothing expressed or implied in this Assignment is intended to confer upon any person, other than Buyer, Seller, and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.
5. Successors and Assigns. This Assignment shall bind and inure to the benefit of Buyer, Seller, and their respective successors and assigns.
6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Arizona applicable to contracts executed and to be performed entirely within that state.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the day and year first above written.

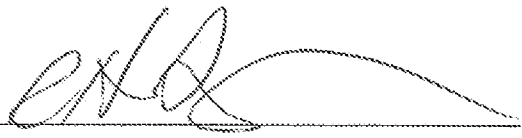
SELLER:

PANTHER RED, LLC, a Washington LLC

BY: 
ITS: Managing Member

BUYER:

FOREST ENERGY CORPORATION, an Arizona corporation

BY: 
ITS: President

Schedule 1

PATENTS

<u>PATENT DESCRIPTION</u>	<u>COUNTRY</u>	<u>PATENT NO.</u>	<u>DES. PAT. APP. NO.</u>	<u>GRANT DATE</u>
COMBUSTIBLE PACKAGE	USA	D506,927	29/207,318	07/5/2005

TRADEMARKS

<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO</u>	<u>REG. NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
Word Mark ECO-FIRE	USA	75387404	2211021	11/10/1997	Cancelled
Word Mark HOT SHOTS	USA	75206550	2197050	12/02/1996	Registered
Word Mark HIGH ENERGY	USA	76146014	2608896	10/13/2000	Registered
Word Mark BLAZER	USA	74174483	1710675	06/10/1991	Registered
Word Mark LIL' DEVILS	USA	74501536	1881804	03/18/1994	Registered
Word Mark WOW	USA	78411565	2959845	04/30/2004	Cancelled
Word Mark NOAH'S CHOICE	USA	75128122	2073819	07/01/1996	Registered
Word Mark	USA	86880621	N/A	01/20/2016	Application WOW Pending
Word Mark QUICK FIRE	USA	N/A	N/A	N/A	N/A

DOMAIN NAMES

www.wowpellets.com
www.blazerpellets.com

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

A. This Intellectual Property Assignment Agreement ("**IP Assignment**"), dated as of May 11, 2016, is made by St. Helens Community Federal Credit Union ("**Seller**"), in favor of Panther Red, LLC, a Washington limited liability company, successor-in-interest to Forest Energy Corporation ("**Purchaser**"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement, as amended, between Purchaser and Seller, dated as of April 20, 2016 (the "**Asset Purchase Agreement**"). Capitalized terms used but not defined in this Agreement have the meanings given to them in the Asset Purchase Agreement.

B. Pursuant to the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Purchaser, and Purchaser hereby accepts, all of Seller's right, title and interest in and to the following (the "**Assigned IP**"):

(a) the patent, trademark registrations and application, and domain name set forth on **Schedule 1** hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Purchaser. Following the date hereof, upon Purchaser's

reasonable request, and at Seller's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Purchaser, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Oregon, without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

**ST. HELENS COMMUNITY FEDERAL
CREDIT UNION**

By: _____
Brooke Van Vleet, President/CEO

AGREED TO AND ACCEPTED:

PANTHER RED, LLC

By:  _____
Rob Davis, President

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

**ST. HELENS COMMUNITY FEDERAL
CREDIT UNION**

By: Brooke Van Vleet
Brooke Van Vleet, President/CEO

AGREED TO AND ACCEPTED:

PANTHER RED, LLC

By: _____
Rob Davis, President

Schedule 1

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Word Mark WOW	USA	78411565	2959845	04/30/2004	Cancelled
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