

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401452

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hamilton Metals, Inc.		10/10/2016	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Hamilton Metals, LLC		
Street Address:	1080 Eldridge Pkwy		
Internal Address:	Suite 1175		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77077		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85712722	HAMILTON METALS	
Serial Number:	85712733	HM	
CORRESPONDENCE DATA			
Fax Number:	2815586920		
<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:	8327559079		
Email:	hubert.vuong@biourja.com		
Correspondent Name:	Hubert Vuong		
Address Line 1:	1080 Eldridge Pkwy, Suite 1175		
Address Line 4:	Houston, TEXAS 77077		
NAME OF SUBMITTER:	Hubert Vuong		
SIGNATURE:	/Hubert Vuong/		
DATE SIGNED:	10/10/2016		
Total Attachments: 6			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

HAMILTON METALS, INC.

- Individual(s)
- Partnership
- Corporation- State: TEXAS
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 10, 2016

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: HAMILTON METALS, LLC

Street Address: 1080 ELDRIDGE PKWY, SUITE 1175

City: HOUSTON

State: TEXAS

Country: USA Zip: 77077

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship DELAWARE

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

- 1. 85712722
- 2. 85712733

B. Trademark Registration No.(s)

- 1. 4382684
- 2. 4363729

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

- 1. Hamilton Metals
- 2. HM

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Hubert Vuong

Internal Address: c/o BioUrja Trading, LLC Suite 1175

Street Address: 1080 Eldridge Pkwy

City: Houston

State: Texas Zip: 77077

Phone Number: 832-775-9079

Docket Number: _____

Email Address: hubert.vuong@biourja.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Hubert Vuong
Signature

October 10, 2016
Date

Hubert Vuong

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") is entered into as of this 7th day of October, 2016 (the "Effective Date") by and between HAMILTON METALS, INC., a Texas corporation (the "Assignor") and HAMILTON METALS, LLC, a Delaware limited liability company (the "Assignee"). The Assignor and the Assignee are hereinafter referred to, individually, as "Party" and collectively, as "Parties."

WITNESSETH:

WHEREAS, Assignor owns the entire right, title and interest in and to certain registered U.S. trademarks filed with the United States Patent and Trademark Office (the "Trademarks") of which the particulars are set forth as follows:

TRADEMARK	REG. NUMBER	FILE DATE	JURISDICTION OF REGISTRATION
Hamilton Metals	4382684	August 24, 2012	USPTO
HM	4363729	July 9, 2013	USPTO

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest, in and to the Trademarks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Trademarks to Assignee, upon the terms and conditions set forth herein, and

NOW THEREFORE, for the sum of \$1.00 and other valuable consideration, the Assignor does hereby assign to the Assignee all rights, title and interests derived from and in connection with the Trademark as follows:

1. Assignor hereby absolutely and unconditionally grants, transfers, conveys, bargains, sells, assigns and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks.
2. Assignor represents and warrants that:
 - a. Assignor owns the entire right, title and interest in and to the Trademarks;
 - b. all registrations for the Trademarks are currently valid and subsisting and in full force and effect;
 - c. Assignor has not licensed the Trademarks to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Trademarks to any other person or entity;

- d. there are no liens or security interests against the Trademarks; and
- e. Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized;

3. The Parties hereto agree that this Agreement shall be submitted to the United States Patent and Trademark Office for its registrations. Each Party hereto shall fully cooperate with the other with regard to such registration or additional or approval that may be required in connection with the implementation of any portion of this Agreement.

4. Assignor shall execute and deliver to Assignee on or before the Effective Date the Trademark Assignment in the form shown in Exhibit A. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Trademarks and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Trademarks.

5. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademarks, which may be required to perfect title in the Trademarks in the Assignee. The Assignor shall also furnish the Assignee with the original certificates covering the Trademarks. The Parties hereto agree that this Agreement shall be submitted to the United States Patent and Trademark Office for its registrations.

6. After the Effective Date, Assignor agrees to make no further use of the Trademarks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Trademarks.

7. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

8. Miscellaneous.

(a) This Agreement and the Trademark Assignment whose form is shown in Exhibit A constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both Parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Texas, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Harris County, Texas. For such purpose, each party hereby irrevocably

submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(c) This Agreement may be signed by each party separately, in which case attachment of all of the Parties' signature pages to this Agreement shall constitute a fully-executed agreement.

(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

(e) Any amendments, modifications, alternations or supplements to this Agreement shall be made in writing to be legally effective.

(f) Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative as of the date first written above.

ASSIGNOR:

ASSIGNEE:

By: _____

Name: James S. Millman
Title: President and Manager

By: _____

Name: Shék Jain
Title: Chief Operating Officer

Exhibit A

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK ASSIGNMENT

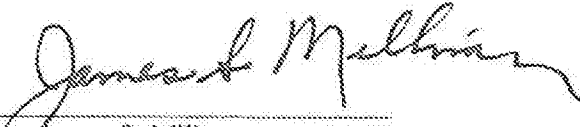
WHEREAS, Hamilton Metals, Inc., a corporation duly organized and existing under the laws of the State of Texas and having its principal place of business at 29315 Katy Brookshire Rd, Katy, Texas 77474 ("Assignor") owns all the right, title and interest in and to the federal trademark registrations of the trademarks identified in Schedule A hereto (the "Trademarks");

WHEREAS, Hamilton Metals, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware and having its principal place of business at 1080 Eldridge Pkwy, Suite 1175, Houston, Texas 77077 ("Assignee"), desires to acquire all right, title and interest in and to the Trademarks, the registrations thereof, and the goodwill associated therewith; and

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Trademarks hereby conveys and assigns to Assignee the entire right, title and interest in and to the Trademarks together with all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

Date:

Hamilton Metals, Inc.,
a Texas corporation

By: 
Name: James S. Millman
Title: President and Manager

Schedule A

TRADEMARK	REG. NUMBER	FILE DATE	JURISDICTION OF REGISTRATION
Hamilton Metals	4382684	August 24, 2012	USPTO
HM	4363729	July 9, 2013	USPTO