

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM401744

<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>
Buflovak, LLC		09/29/2016	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hebeler Process Solutions, LLC		
<b>Street Address:</b>	2000 MILITARY ROAD		
<b>City:</b>	Tonawanda		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14150		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1271231	CROSS-FLOW	
<b>Registration Number:</b>	0815440	LIQUID-SOLIDS BLENDER	
<b>Registration Number:</b>	2732741	M. V. P. BLENDING SYSTEM	
<b>Registration Number:</b>	2268637	PK	
<b>Registration Number:</b>	1834334	P-K BLEND MASTER	
<b>Registration Number:</b>	1267780	P-K CROSS-FLOW	
<b>Registration Number:</b>	2882422	SLANT CONE	
<b>Registration Number:</b>	0815442	SOLIDS PROCESSOR	
<b>Registration Number:</b>	0815441	SOLIDS-FLOW	
<b>Registration Number:</b>	0708374	TWIN SHELL DRY BLENDER	
<b>Registration Number:</b>	0789636	ZIG-ZAG	
<b>Registration Number:</b>	0192253	BUFLOVAK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	jwalbess@hodgsonruss.com		
<b>Correspondent Name:</b>	Hodgson Russ LLP		
<b>Address Line 1:</b>	The Guaranty Building		
<b>Address Line 2:</b>	140 Pearl Street		
<b>TRADEMARK</b>			

OP \$315.00 1271231

**Address Line 4:** Buffalo, NEW YORK 14202-4040

**NAME OF SUBMITTER:** Jordan Walbesser

**SIGNATURE:** /Jordan L. Walbesser, Reg.# 67,761/

**DATE SIGNED:** 10/12/2016

**Total Attachments: 8**

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# Intellectual Property Assignment Agreement

This intellectual property assignment agreement ("IP Assignment"), dated September 29, 2016, is made by Buflovak, LLC ("Seller"), a New York limited liability company, in favor of Hebel Process Solutions, LLC ("Buyer"). Buyer is acquiring certain assets of the Seller pursuant to an Asset Purchase Agreement, dated as of June 14, 2016, among Buyer, Seller and Seller's members, as amended (the "Asset Purchase Agreement").

Under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property. Seller has agreed to execute and deliver this IP Assignment for recording with the United States Patent and Trademark Office and other applicable entities or agencies.

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the following (the "Assigned IP"):
  - (a) the patents set forth on Schedule 1 and all associated issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals (the "Patents");
  - (b) the trademark registrations set forth on Schedule 2 and all associated issuances, extensions, and renewals (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
  - (c) the domain names and social media accounts set forth on Schedule 3 and all associated user names, passwords, and other information required to operate or transfer the domain names and social media accounts (the "Internet Property");
  - (d) all of Seller's rights accruing under any of the foregoing in any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - (e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable, but not yet paid, with respect to any and all of the foregoing; and

- (f) any and all claims and causes of action, with respect to Section 1(a)-(e), whether accruing before, on, or after the date of this IP Assignment, including all rights to and claims for damages, restitution, and injunctive or 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. **Transfer of Internet Property.** As soon as practicable following the execution of this IP Assignment, Seller will execute all documents, papers, forms, and authorizations as well as take any other reasonably necessary actions to transfer ownership and control of the Internet Property to Buyer, including authorizing Seller's registrar to release and transfer specified domain names to the registrar of Buyer's choice.
  3. **Recordation and Further Actions.** Seller authorizes the Commissioner for Patents and the Commissioner for Trademarks, and the officials of corresponding entities or agencies in any applicable jurisdiction to record and register this IP Assignment upon Buyer's request. Seller will take such steps and actions, 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 Buyer, or any assignee or successor to the Buyer.
  4. **Terms of the Asset Purchase Agreement.** The parties 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 Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded by this IP Assignment. 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 govern.
  5. **Counterparts.** This IP Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed one and the same agreement. A signed copy of this IP Assignment delivered by e-mail, or other means of electronic transmission has the same legal effect as delivery of an original signed copy of this IP Assignment.
  6. **Successors and Assigns.** This IP Assignment binds upon and inures to the benefit of the parties hereto and their respective successors and assigns.

7. **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 New York, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

The parties have executed and delivered this Intellectual Property Assignment Agreement as of the date first written above.

Bufllovak, LLC

By: Michael Bieger  
Michael Bieger, Chief Executive Officer

Hebeler Process Solutions, LLC

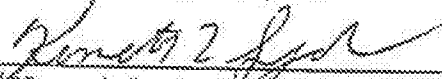
By: \_\_\_\_\_  
Kenneth Snyder, President

The parties have executed and delivered this Intellectual Property Assignment Agreement as of the date first written above.

Buslovak, LLC

By: \_\_\_\_\_  
Michael Bieger, Chief Executive Officer

Heheler Process Solutions, LLC

By:  \_\_\_\_\_  
Kenneth Snyder, President

# Schedule 1

## Assigned Patents

- Apparatus For Continuous Blending, U.S. Pat. No. 7,347,613
- Apparatus For Continuous Blending, U.S. Pat. No. 8,177,417



## Schedule 2

### Assigned Trademarks

Name	U.S. Reg. No.	U.S. App. Ser. No.
Cross-Flow	1,271,231	73/401,481
Liquid-Solids Blender	815,440	72/225,502
M.V.P. Blending System	2,732,741	76/150,176
PK	2,268,637	75/453,019
P-K Blend Master	1,834,334	74/263,700
P-K Cross-Flow	1,267,780	73/370,987
Slant Cone	2,882,422	76/417,645
Solids Processor	815,442	72/225,504
Solids-Flow	815,441	72/225,503
Twin Shell Dry Blender	708,374	72/055,945
Zig-Zag	789,636	72/187,794
Buflovak	192,253	71/188,292

Name	Canada Reg. No.	Canada App. Ser. No.
P-K Cross-Flow	TMA289819	0507188
PK Design	TMA691412	1284267
Buflovak	TMDA34614	0116122

## Schedule 3

### Assigned Domain Names and Social Media Accounts

#### Domain Names:

- [www.btcorp.com](http://www.btcorp.com)
- [www.buffalovac.com](http://www.buffalovac.com)
- [www.buffalovak.com](http://www.buffalovak.com)
- [www.buflovac.com](http://www.buflovac.com)
- [www.buflovak.com](http://www.buflovak.com)
- [www.pk-process.com](http://www.pk-process.com)
- [www.pk-processequipment.com](http://www.pk-processequipment.com)
- [www.pkblenders.com](http://www.pkblenders.com)
- [www.pkprocess.com](http://www.pkprocess.com)
- [www.pkprocessequipment.com](http://www.pkprocessequipment.com)

#### Social Media Accounts:

- Twitter - <https://twitter.com/buflovak>
- YouTube - <https://www.youtube.com/user/Buflovak>