

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407393

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Immediate Response Spill Technologies, LLC		11/07/2016	Limited Liability Company: KENTUCKY
RECEIVING PARTY DATA			
Name:	Basic Concepts, Incorporated		
Street Address:	1310 Harris Bridge Road		
City:	Anderson		
State/Country:	SOUTH CAROLINA		
Postal Code:	29621-3410		
Entity Type:	Corporation: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2792766	C I AGENT	
Registration Number:	3511135	CI AGENT SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	6124927077		
<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:	612-492-7000		
Email:	ip@fredlaw.com, rgin@fredlaw.com		
Correspondent Name:	David West		
Address Line 1:	200 South Sixth Street		
Address Line 2:	Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	David West		
SIGNATURE:	/David West/		
DATE SIGNED:	12/02/2016		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of November 7, 2016, by Immediate Response Spill Technologies, LLC, a Kentucky limited liability company ("Assignor"), in favor of Basic Concepts, Incorporated, a South Carolina corporation ("Assignee").

Pursuant to an Asset Purchase and Contribution Agreement dated of even date herewith (the "Purchase Agreement"), Assignor has agreed to assign to Assignee, among other assets, the trademarks and trademark applications set forth on Exhibit A, and has agreed to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks:

(a) trademarks and trademark applications set forth on Exhibit A hereto, and all registrations, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of 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 to Assignor with respect to any and all of the foregoing; and

(d) any and all claims and causes of action of Assignor with respect to any of the foregoing, whether accruing before, on 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, 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. Assignor hereby authorizes 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 Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 necessary to effect, evidence or perfect the assignment of the assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Purchase Agreement. This Assignment is subject to the terms, conditions, representations and covenants as set forth in the Purchase Agreement, all of which to the extent applicable are incorporated herein by reference. Nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of the parties as set forth in the Purchase Agreement. In the event of any ambiguity or conflict between the terms hereof and the Purchase Agreement, the terms of the Purchase Agreement are controlling.

4. Assignment. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and their successors and assigns.

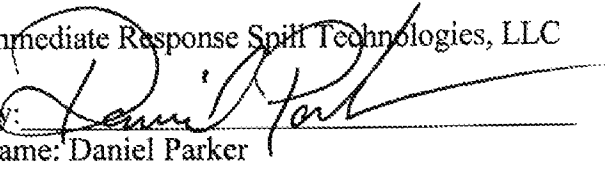
5. Counterparts. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this Assignment with signatures transmitted by facsimile or electronically (e.g., pdf) shall be deemed to be original signed versions of this Assignment.

[Signature Page Follows]

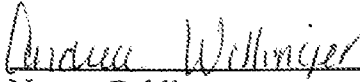
IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

Assignor:

Immediate Response Spill Technologies, LLC

By: 
Name: Daniel Parker
Its: Managing Member

Subscribed to and sworn to before
me this 4 day of November, 2016


Notary Public

Notary Seal

AGREED TO AND ACCEPTED:

Assignee:

Basic Concepts, Incorporated

By: _____
Name: Mark McElhinny
Its: Chief Executive Officer and
President

Subscribed to and sworn to before
me this ____ day of _____, 201__.

Notary Public

Notary Seal

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

Assignor:

Immediate Response Spill Technologies, LLC

By: _____

Name: Daniel Parker

Its: Managing Member

Subscribed to and sworn to before
me this ____ day of _____, 201__.

Notary Public

Notary Seal

AGREED TO AND ACCEPTED:

Assignee:

Basic Concepts, Incorporated

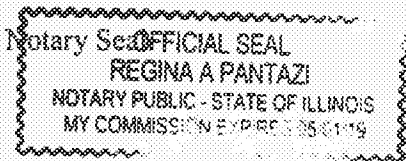
By: _____

Name: Mark McElhinny

Its: Chief Executive Officer and
President

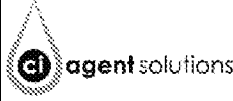

Subscribed to and sworn to before
me this 2 day of Nov, 2016

Regina A Pantazi
Notary Public



[Signature page to Trademark Assignment]

**EXHIBIT A
TO TRADEMARK ASSIGNMENT**

Trademark	Serial/Reg. No	Filing/Reg. Date	Country	Owner	Goods/Services
	App 77310130 Reg 3511135	App 22-OCT-2007 Reg 07-OCT-2008	U.S.	IMMEDIATE RESPONSE SPILL TECHNOLOGIES, LLC	int. cl. 1 chemicals for treating hazardous waste; chemical compositions for solidification of fluids and for absorbing spills int. cl. 4 granular absorbent oil-based compositions for absorbing and solidifying spills int. cl. 17 oil-absorbent pads and pillows for containing oil spills; barrier curtains in the nature of floating baffles or booms for the containment of pollutants int. cl. 19 structural containment systems for large-scale liquid spills or releases, namely, walls made of polymer plastics; containment systems for large-scale liquid spills or releases, namely, berms made of polymer plastics
	App 78041198 Reg 2792766	App 31-DEC-2000 Reg 09-DEC-2003	U.S.	IMMEDIATE RESPONSE SPILL TECHNOLOGIES, LLC	int. cl. 1 chemicals for treating hazardous waste, namely a white copolymer powder that when mixed with a hydrocarbon spill such as gasoline, diesel fuel or motor oil becomes a containment device or cleanser
CI AGENT	App 1334162 Reg 1334162	App 01-DEC-2009 Reg 01-DEC-2009	Australia	IMMEDIATE RESPONSE SPILL TECHNOLOGIES, LLC	01 Chemicals used in industry; chemicals for treating hazardous waste; chemical compositions for solidification of fluids and for absorbing spills 04 Industrial oils and

Trademark	Serial/Reg. No	Filing/Reg. Date	Country	Owner	Goods/Services
					greases; binding compositions; granular absorbent oil-based compositions for absorbing and solidifying spills 17 Oil-absorbent pads and pillows for containing oil spills; barrier curtains in the nature of floating baffles or booms for the containment of pollutants 19 Structural containment systems for large-scale liquid spills or releases, namely, walls made of polymer plastics; containment systems for large-scale liquid spills or releases, namely, berms made of polymer plastics 37 Oil spill containment services