

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM408545

<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>
Viridis Merchants (Canada) Ltd.		10/17/2016	Corporation: BRITISH COLUMBIA
Viridis Energy Inc.		10/17/2016	Corporation: BRITISH COLUMBIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Biomass Corporation Inc.		
<b>Street Address:</b>	2 Bedford Farms Drive		
<b>Internal Address:</b>	Suite 204		
<b>City:</b>	Bedford		
<b>State/Country:</b>	NEW HAMPSHIRE		
<b>Postal Code:</b>	03110		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4512956	OKANAGAN PELLET COMPANY	
<b>Registration Number:</b>	4014063	OKANAGAN PELLETS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175231231		
<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>Phone:</b>	(617) 570-1000		
<b>Email:</b>	TMAdmin@goodwinlaw.com		
<b>Correspondent Name:</b>	Danielle Lauzon, Esq.		
<b>Address Line 1:</b>	100 Northern Avenue		
<b>Address Line 2:</b>	c/o Alan F. Feeney, Esq.		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02210		
<b>NAME OF SUBMITTER:</b>	ALAN F FEENEY,		
<b>SIGNATURE:</b>	/alan f feeney/		
<b>DATE SIGNED:</b>	12/12/2016		
<b>Total Attachments: 4</b>			

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated October 17, 2016, is made by each of (i) Viridis Merchants (Canada) Ltd., a British Columbia corporation (“**VMC**”) and (ii) Viridis Energy Inc., a British Columbia corporation (“**Viridis**”, and together with VMC, “**Sellers**”), in favor of American Biomass Corporation Inc., a Delaware corporation (“**Buyer**”), the purchaser of certain trademarks and other assets of Sellers pursuant to an Asset Purchase Agreement among Buyer and Sellers of even date herewith (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Sellers have conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Sellers, and have agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and the Canadian Intellectual Property Office;

NOW THEREFORE, each Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby irrevocably convey, transfer and assign to Buyer all of Sellers’ right, title and interest in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Sellers 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 with respect to any and all of the foregoing (except for any royalties due to Sellers pursuant to the Asset Purchase Agreement); 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. Each Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the appropriate officer in the Canadian Intellectual Property Office to record and register this Trademark Assignment upon request by or on behalf of Buyer. Following the date hereof, upon Buyer’s reasonable request, and at Buyer’s sole cost and expense (or, if Asset Purchase Agreement so provides, at Sellers’ sole cost and expense), Sellers shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark 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 Sellers and Buyer with respect to the Assigned Trademarks. 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 Trademark 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 Trademark 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 Trademark Assignment.


5. Successors and Assigns. This Trademark 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 Trademark 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 Trademark 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.

[SIGNATURE PAGE FOLLOWS]

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


VIRIDIS MERCHANTS (CANADA) LTD.

By: 

Name: Christopher Robertson

Title: President

VIRIDIS ENERGY INC.

By: 

Name: Christopher Robertson

Title: President

**SCHEDULE 1**

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS FILED WITH  
UNITED STATES PATENT AND TRADEMARK OFFICE**

<u>Mark</u>	<u>Record Owner</u>	<u>Jurisdiction</u>	<u>Serial Number</u>	<u>Class and Description</u>	<u>Date Filed</u>	<u>Status</u>	<u>Reg. No.</u>
OKANAGAN PELLET COMPANY	Cypress Pacific Marketing Inc.	US	86099502	Wood pellets used as an environmentally friendly fuel alternative	23/10/2013	Registered	4512956
OKANAGAN PELLETS	Cypress Pacific Marketing Inc.	US	77812201	Wood pellets used as an environmentally friendly fuel alternative	25/08/2009	Registered	4014063

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS FILED WITH  
CANADIAN INTELLECTUAL PROPERTY OFFICE**

<u>Mark</u>	<u>Registrant</u>	<u>Jurisdiction</u>	<u>Application Number</u>	<u>Description of Goods and Services Class</u>	<u>Date Filed</u>	<u>Status</u>	<u>Reg. No.</u>
OKANAGAN PELLETS	Cypress Pacific Marketing Inc.	CAN	1449019	Goods: Wood pellets used as an environmentally friendly fuel alternative  Classification Data: 4 – Industrial oils, greases and fuels	08/20/2009	Registered	TMA77 6149