# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM415890

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GREENE'S ENERGY GROUP, LLC		02/01/2017	Limited Liability Company: TEXAS

#### **RECEIVING PARTY DATA**

Name:	COASTAL CHEMICAL CO., L.L.C.	
Street Address:	3520 VETERANS MEMORIAL DRIVE	
City:	ABBEVILLE	
State/Country:	LOUISIANA	
Postal Code:	70510	
Entity Type:	Limited Liability Company: LOUISIANA	

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2714718	FLOCLEAN
Registration Number:	2716598	POWDERSOLV

# **CORRESPONDENCE DATA**

Fax Number: 5048352070

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: 5048352000

Email: mackenzie.gsnn@gmail.com Mackenzie D. Rodriguez **Correspondent Name:** 

Address Line 1: 3838 N. Causeway Blvd., Suite 3290

Address Line 4: Metairie, LOUISIANA 70002

NAME OF SUBMITTER:	Mackenzie D. Rodriguez
SIGNATURE:	/Mackenzie D. Rodriguez, #61739/
DATE SIGNED:	02/13/2017

#### **Total Attachments: 6**

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#### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "<u>Assignment"</u>), dated as of February 1, 2017, is by and between Greene's Energy Group, LLC ("<u>Assignor</u>") to Coastal Chemical Co., L.L.C. ("<u>Assignee"</u>).

WHEREAS, Assignor is the owner of certain intellectual property listed on the attached Schedules A and B (the "Assigned IP");

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement of even date herewith ("<u>APA</u>") pursuant to which Assignor is selling certain assets to Assignee, including the Assigned IP; and

WHEREAS, pursuant to the APA, the Assignee has acquired all right, title and interest in and to the Assigned IP, including any and all goodwill of the business associated with the use of, and symbolized by the trademarks, and the parties wish to record such acquisition in the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, in consideration of the good and valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

- 1. Assignment of Trademarks. Effective as of the date hereof, and pursuant to the APA, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademarks, service marks, brands, certification marks, trade dress, trade names, logos, slogans, packaging, designs, labels and other indicia of origin of use set forth in Schedule A hereto, together with the goodwill connected with the use thereof or symbolized thereby; (ii) all pending applications and renewals for any of the foregoing; (iii) all income, royalties, fees, proceeds damages and other payments now or hereafter due or payable with respect to any and all of the foregoing (including payments under all licenses entered into in connection therewith, and damages and payments for past, present and future infringements of the foregoing); and (iv) all claims and causes of action with respect to any of the foregoing, including the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof (the "Assigned Trademarks").
- 2. <u>Assignment of Patents</u>. Effective as of date hereof, and pursuant to the APA, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the patents and patent applications, design patents and design patent applications, design registrations, statutory invention registrations, inventions and invention disclosures set forth in <u>Schedule B</u> hereto; (ii) all reissues, divisions, continuations, continuations-in-part, provisionals, substitutes, renewals and extensions thereof, all improvements thereon, and other government-issued indicia of invention ownership; (iii) all income, royalties, fees, proceeds damages and other payments now or hereafter due or payable with respect to any and all of the

foregoing (including payments under all licenses entered into in connection therewith, and damages and payments for past, present and future infringements of the foregoing); and (iv) all claims and causes of action with respect to any of the foregoing, including the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof (the "Assigned Patents").

- 3. <u>Further Actions</u>. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, 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 additional assignment or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.
- 4. <u>Successors</u>. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
- 5. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark and patent issues, and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.
- 6. <u>Counterparts</u>. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.
- 7. <u>Miscellaneous</u>. This Assignment is subject to all the terms and conditions of the APA. The parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the APA.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

## ASSIGNOR:

GREENE'S ENERGY GROUP, LLC

By:

Frank Mathews

President and Chief Operating Officer

STATE OF TEXAS

) ss.

**COUNTY OF HARRIS** 

Before me, the undersigned authority, on this \_\_\_\_\_ day of January, 2017, personally appeared Frank Mathews, known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignor.

VANESSA J. FLORES
Notery Public, State of Texas
Comm. Expires 06-21-2020
Notery ID 130708901

Notary Public

(bighamic of Horary)

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(Legibly

Print

or Stamp

Name

of

Notary)

### ACCEPTED BY:

ASSIGNEE

COASTAL CHEMICAL CO., L.L.C

Ву: 🫶

labaés H. Taylor

President

STATE OF <u>Pennsylvania</u> ) ss.

Before me, the undersigned authority, on this \_\_\_\_\_\_ day of Jenuary, 2017, personally appeared Jenus H. Tayler, known to me as the person whose name is subscribed to the foregoing instrument shid acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignee.

(Signature of Notary)

KOLING W. KWeitig (Legibly Print or Stamp Name of Notary)

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Kathryn M. Zweizig. Notzry Public Richmond Twp., Barks County My Commission Expires Oct. 31, 2018

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Signature Page to Intellectual Property Assignment

# **Schedule A-Trademarks**

FLOCLEAN (U.S. Registration No. 2,714,718 issued May 6, 2003)

POWDERSOLV (U.S. Registration No. 2,716,598 issued May 13, 2003)

Schedule A Trademarks

# **Schedule B-Patents**

☐ Method and Composition to Decrease Iron Sulfide Deposits in Pipelines (U.S. Patent No. 6,986,358, issued 1/17/06)
☐ Method and Composition to Decrease Iron Sulfide Deposits in Pipelines (U.S. Patent No. 6,866,048, issued 3/15/05)
☐ Method and Composition to Decrease Iron Sulfide Deposits in Pipelines (Canada Patent No. 2398420, issued 12/22/09)
☐ Method and Composition to Decrease Iron Sulfide Deposits in Pipelines (United Arab Emirates Patent Application No. 57/2004)
☐ Method and Composition to Decrease Iron Sulfide Deposits in Pipelines (Brazil Patent Application No. PI211802-5)
☐ Method and Composition to Decrease Iron Sulfide Deposits in Pipelines (European Patent Organization Patent Application No. 02773149.6)
☐ Method and Composition to Decrease Iron Sulfide Deposits in Pipelines (Norwegian Patent No. 335593, issued 1/12/15)
☐ Method and Composition to Decrease Iron Sulfide Deposits in Pipelines (Australia Patent No. 2002337645, issued 10/4/07)
☐ Method and Composition to Decrease Iron Sulfide Deposits in Pipelines (Algeria Patent No. 3700, issued 4/9/06)
☐ Method and Composition to Decrease Iron Sulfide Deposits in Pipelines (Mexico Patent No. 265097, issued 3/13/09)
☐ Method and Composition to Decrease Iron Sulfide Deposits in Pipelines (Russian Federation Patent No. 2315799, issued 1/27/08)
☐ Method and Composition to Decrease Iron Sulfide Deposits in Pipelines (Trinidad and Tobago Patent No. TT/P2011/00023, issued 6/29/11)
☐ Method and Composition to Decrease Iron Sulfide Deposits in Pipelines (Saudi Arabia Patent No. 2126, issued 11/19/08)

Schedule B
Patents

**RECORDED: 02/13/2017**