

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434839

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Northern Energy, LLC		11/29/2013	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	323 Trust		
Street Address:	27475 Ynez #746		
City:	Temecula		
State/Country:	CALIFORNIA		
Postal Code:	92591		
Entity Type:	Trust: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2847228	STT	
Registration Number:	2932635	INNOVATOR	
Registration Number:	2991915	MAGELLAN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3107177813		
Email:	darrow@darrowlegal.com		
Correspondent Name:	Christopher Darrow		
Address Line 1:	748 23rd Street		
Address Line 4:	Santa Monica, CALIFORNIA 90402		
NAME OF SUBMITTER:	Christopher Darrow		
SIGNATURE:	/Christopher Darrow/		
DATE SIGNED:	07/12/2017		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment Agreement (this "Agreement") is made effective as of November 29, 2013 (the "Effective Date"), by and between Blue Northern Energy, LLC, an Illinois Limited Liability Company (together with its designated successors and assigns, "Assignor"), on the one hand, and Anthony J. Quinones, Trustee of The 323 Trust under agreement dated November, 29, 2013.

WHEREAS, the Assignor is the sole owner of certain Intellectual Property defined as: All Intellectual Property owned by Assignor in and for the United States of America, its territories and possessions, and all Intellectual Property owned by Assignor in all foreign countries, including, but not limited to the items listed in the attachment hereto, plus all of Assignor's (a) owned patents and/or ownership rights in or to any and all inventions, whether or not patentable or reduced to practice, all improvements thereto, and patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, reexaminations and counterparts thereof (hereinafter "Patent Rights"); (b) trademarks, service marks, trade dress, logos, slogans, trade names, internet domain names, corporate names and all other indicia of origin, together with all translations, derivations and combinations thereof, and together with all goodwill associated therewith, and all applications, registrations and renewals in connection therewith (hereinafter "Trademark Rights"); (c) works of authorship (whether or not copyrightable), and copyrights, mask works and copyrightable works, and applications, registrations and renewals in connection therewith (hereinafter "Copyrights"); (d) trade secrets, know-how and other confidential, proprietary or business information including ideas, research and development information and relationships, machining specifications, formulas, compositions, manufacturing, production and other processes and techniques, methods, designs, testing, technical and other data, charts, plans, diagrams, drawings and specifications, equipment designs, customer, vendor and supplier lists and business, marketing and other materials, plans, studies and proposals (hereinafter "Know-How"); (e) computer software (including source code, executable code data, databases and documentation) and systems (hereinafter "Software"); (f) copies and tangible embodiments of any of the foregoing in whatever form or medium (hereinafter "Tangible Property"); (g) all other Intellectual Property and proprietary rights (hereinafter "IP"); and (h) the right to sue and recover for any past, present or future infringement, misappropriation, dilution or any other causes of action, and to recover or collect any damages, proceeds, income, royalties or other payments in connection with or relating to any of the foregoing and all other intangible personal property owned or held by Assignor and relating to the items described above (hereinafter "Rights to Sue"), all of the foregoing hereinafter referred to as the "Assigned Property."

NOW, THEREFORE, Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee all of the Assigned Property as follows.

A. Patent Rights. Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee, its successors and assigns all of its rights, title and interest of every kind and character throughout the Territory in and to the Patents listed in Exhibit A hereto to the full extent of its ownership or interest therein, including,

without limitation, all federal, state, foreign, statutory and common law rights and registrations and applications therefor.

B. Trademark Rights. Subject to the terms and conditions of this Agreement, Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee, its successors and assigns all of its rights, title and interest of every kind and character throughout the Territory in and to the Trademarks listed in Exhibit A hereto to the full extent of its ownership or interest therein, including, without limitation, all federal, state, foreign, statutory and common law and other rights therein; all domestic and foreign trademark applications and registrations therefor (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing); all goodwill associated therewith and symbolized by the Trademarks and the portion of the business of the Assignor to which the Trademarks pertain; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Trademarks.

C. Remainder Property. Subject to the terms and conditions of this Agreement, Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee, its successors and assigns all of its rights, title and interest of every kind and character throughout the Territory in and to the remainder of the Assigned Property to the full extent of its ownership or interest therein, including, without limitation, all federal, state, foreign, statutory and common law and other rights in copyrights, moral rights, trade secrets, know-how and all other intellectual property and proprietary rights therein; all intellectual property applications and registrations therefor (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing); all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Assigned Property.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed by its duly authorized representatives as of the Effective Date.

ASSIGNOR

**BLUE NORTHERN ENERGY, LLC, AN
ILLINOIS LIMITED LIABILITY COMPANY**

By:  _____

Name: Tony Quinones

Title: Chief Executive Officer

Exhibit A

PATENTS AND TRADEMARKS

Patent Title	U.S. Patent Number
METHODS AND APPARATUS FOR TREATING MATERIALS IN LIQUIDS	US 5,279,463
METHODS AND APPARATUS FOR HIGH-SHEAR MATERIAL TREATMENT	US 5,538,191
COMPOSITES OF POWDERED FILLERS AND POLYMER MATRIX AND PROCESS FOR PREPARING THEM	US 6,391,082
METHODS AND APPARATUS FOR MATERIALS PROCESSING	US 6,471,392
HIGHLY FILLED COMPOSITES OF POWDERED FILLERS AND POLYMER MATRIX	US 6,652,805
FLEXURELESS MAGNETIC MICROMIRROR ASSEMBLY	US 6,717,715
ELECTROMAGNETIC WAVE ASSISTED CHEMICAL PROCESSING	US 6,723,999
PROCESS FOR HIGH SHEAR GAS-LIQUID REACTIONS	US 6,742,774
METHODS AND APPARATUS FOR MATERIALS PROCESSING	US 6,752,529
MANUFACTURE OF FLAT SURFACED COMPOSITES COMPRISING POWDERED FILLERS IN A POLYMER MATRIX	US 6,787,246
METHODS OF MANUFACTURE OF ELECTRIC CIRCUIT SUBSTRATES AND COMPONENTS HAVING MULTIPLE ELECTRIC CHARACTERISTICS AND SUBSTRATES AND COMPONENTS SO MANUFACTURED	US 6,830,806
APPARATUS FOR TRANSFER OF HEAT ENERGY BETWEEN A BODY SURFACE AND HEAT TRANSFER FLUID	US 6,938,687
PROCESS FOR HIGH SHEAR GAS-LIQUID REACTIONS	US 6,994,330
PROCESS EMPLOYING MULTIPLE SUCCESSIVE CHEMICAL REACTION PROCESS STEPS AND APPARATUS THEREFORE	US 7,098,360
METHODS OF OPERATING SURFACE REACTORS AND REACTORS EMPLOYING SUCH METHODS	US 7,125,527
METHODS AND APPARATUS FOR HIGH-SHEAR MIXING AND REACTING OF MATERIALS	US 7,165,881
METHODS OF OPERATING SURFACE REACTORS AND REACTORS EMPLOYING SUCH METHODS	US 7,534,404

Patent Title	U.S. Patent Number
PROCESS FOR HIGH SHEAR GAS-LIQUID REACTIONS	US 7,538,237
PROCESS EMPLOYING MULTIPLE SUCCESSIVE CHEMICAL REACTION PROCESS STEPS AND APPARATUS THEREFORE	US 7,575,728
ESTERIFICATION AND TRANSESTERIFICATION SYSTEMS, METHODS	US 7,678,340

Trademark	U. S. Registration Number
STT	2,847,228
Innovator	2,932,635
Magellan	2,991,915