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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

11/03/2017
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ETAS ID: TM449603

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Earth Turns, LLC		12/09/2016	Limited Liability Company Corporation: CONNECTICUT

RECEIVING PARTY DATA

Name:	Earth Turns, LLC
Street Address:	624A Goddard Avenue
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63005
Entity Type:	Corporation: MISSOURI Limited Liability Company: MISSOURI

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3320778	EARTH TURNS

CORRESPONDENCE DATA

Fax Number: 6082831709

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: 608-257-9521

Email: docket_chussin@boardmanclark.com

Correspondent Name: Christopher J. Hussin

Address Line 1: 1 S. Pinckney St., Ste. 410

Address Line 4: Madison, WISCONSIN 53703

ATTORNEY DOCKET NUMBER:	39323-1
NAME OF SUBMITTER:	Christopher J. Hussin
SIGNATURE:	/chris hussin/
DATE SIGNED:	11/03/2017

Total Attachments: 5

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OP \$40.00 3320778

ASSIGNMENT OF TRADEMARKS

This Trademark Assignment Agreement ("Trademark Assignment") is made effective as of the 9th day of December, 2016 (the "Effective Date") by and between Earth Turns, LLC, a Missouri limited liability company ("Assignor"), and Earth Turns, LLC, a Missouri limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated December 9, 2016 ("APA"), pursuant to which Assignor undertook to transfer, sell and convey to Assignee all of the Assets owned by Assignor, and, pursuant to the transactions contemplated by the APA, Assignor must transfer to Assignee its entire title, rights, interests, benefits, and privileges in and to the trademarks specified on Exhibit A hereto (collectively, the "Trademarks");

WHEREAS, Assignor now wishes to assign the Trademarks to Assignee, and Assignee is desirous of acquiring the Trademarks from Assignor; and

WHEREAS, capitalized terms used but not defined in this Trademark Assignment shall have the respective meanings ascribed to such terms in the APA.

NOW, THEREFORE, for valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. Trademarks. Assignor hereby assigns, transfers, sells and conveys to Assignee its entire right, title, and interest in and to the Trademarks, including all goodwill associated therewith, and the right to sue for and the remedies resulting from past and future infringement of the foregoing, and rights of protection of interest therein under the laws of all jurisdictions. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

2. Assignor covenants, agrees and undertakes to execute, wherever requested by the Assignee, all assignments, lawful oaths and any other papers which Assignee may deem reasonably necessary for securing to Assignee or for maintaining for Assignee any and all of the Trademarks, all without further compensation to the Assignor.

3. Assignor agrees that it is hereby legally bound, upon request and at the expense of Assignee or its respective successors or assigns or a legal representative thereof, to supply all information and evidence of which the Assignor has knowledge or possession relating to the Trademarks (and the business identified by the Trademarks), and to testify in any legal proceeding relating thereto.

4. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, but for Assignee's benefit, to take any and all steps, including proceedings at law, in equity or otherwise to execute,

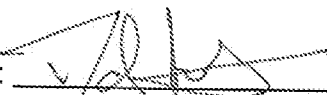
acknowledge and deliver any and all instruments and assurances necessary in order to vest the aforesaid Trademarks and causes of action more effectively in Assignee or to protect the same, or to enforce any claim or right of any kind with respect thereto. This includes any rights with respect to the Trademarks that may have accrued in Assignor's favor up to the Effective Date. Assignor hereby declares that the foregoing power is coupled with an interest and is irrevocable.

5. This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Trademark Assignment may not be amended except by an instrument in writing signed by each of the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as a sealed instrument effective as of the date first above written.

ASSIGNOR:
Earth Turns, LLC
a Connecticut limited liability company

By:  _____

Name: DAVID SPITZ

Title: MANAGING MEMBER

ASSIGNEE:
Earth Turns, LLC
a Missouri limited liability company

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as a sealed instrument effective as of the date first above written.

ASSIGNOR:
Earth Turns, LLC
a Connecticut limited liability company

By: _____

Name: _____

Title: _____

ASSIGNEE:
Earth Turns, LLC
a Missouri limited liability company

By: Thomas M. Schieker

Name: Thomas M Schieker

Title: President

Exhibit A

Trademarks

Registered Trademark

Trademark	Serial No.	Reg. No.	Reg. Date	Country
EARTH TURNS	78/771,328	3,320,778	October 23, 2007	USA

Common Law Trademarks

