

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462260

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New England Wood Pellet, LLC		02/14/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Lignetics of New England, Inc.		
Street Address:	1075 E. South Boulder Road, Suite 210		
City:	Louisville		
State/Country:	COLORADO		
Postal Code:	80027		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4738041	NEW ENGLAND WOOD PELLET	
Registration Number:	4738022	WARM FRONT PREMIUM GRADE WOOD PELLETS	
Registration Number:	4738021	NEW ENGLAND PREMIUM WOOD PELLETS	
Registration Number:	4738020	GREEN SUPREME PREMIUM WOOD PELLETS	
CORRESPONDENCE DATA			
Fax Number:	8014153500		
<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:	801-415-3000		
Email:	smayer@djplaw.com		
Correspondent Name:	Suzanne Mayer, Durham Jones & Pinegar PC		
Address Line 1:	111 S Main St, Ste 2400		
Address Line 4:	Salt Lake City, UTAH 84111		
NAME OF SUBMITTER:	Suzanne Mayer		
SIGNATURE:	/s/ Suzanne Mayer		
DATE SIGNED:	02/15/2018		
Total Attachments: 5			
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source=Trademark Assignment (NEWP to Lignetics) (Exhibit E to APA) FULLY EXECUTED#page2.tif			

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “Assignment”), is entered into as of this 14th day of February, 2018, by and among NEW ENGLAND WOOD PELLET, LLC, a Delaware limited liability company (“Assignor”), and LIGNETICS OF NEW ENGLAND, INC., a Delaware corporation (“Assignee”). Each of the parties to this Assignment is sometimes referred to individually in this Assignment as a “Party,” and all of the parties to this Assignment are sometimes collectively referred to in this Assignment as the “Parties.”

The Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of December 19, 2017, as amended (the “Purchase Agreement”).

Pursuant to the Purchase Agreement, the Assignor has agreed to execute this Assignment and assign to the Assignee all of Assignor’s right, title and interest in and to the trademark registrations set forth on the attached Schedule 1 and all issuances, extensions, and renewals thereof (collectively, the “Trademarks”), and the Assignee has agreed to acquire all right, title and interest in and to the Trademarks.

In consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used in this Assignment but not defined in this Assignment have the meaning ascribed to them in the Purchase Agreement.
2. Assignment. Under the terms set forth in the Purchase Agreement, Assignor hereby sells, assigns, transfers, assigns and delivers to the Assignee, all of the Assignor’s worldwide rights, title and interest and benefit in and to, as of the Closing Date, all the Trademarks, together with the right to all past, present and future income, royalties, fees, damages, payments and other proceeds due now or hereafter due or payable with respect to the foregoing and all rights of action, both at law and in equity with respect thereto, including all rights to sue, settle any claims, and collect all damages for any past, present, or future infringement, dilution, misuse, breach or misappropriation of the Trademarks, including the goodwill of the businesses connected to the use of any of the Trademarks, the same to be held and enjoyed by the Assignee, its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by the Assignor if this Assignment had not been made and the Assignee does hereby accept such sale, assignment, transfer, grant, conveyance and set over.
3. Recordation. The Assignor hereby authorizes and requests the Commissioner for Trademarks in the United States Patent and Trademark Office, or any foreign equivalent thereto, and any other Governmental Body to record the Assignee as owner of the Trademarks, and of the entire title and interest in, to and under the same, for the use and enjoyment of the Assignee, its successors, assigns and other legal representatives. 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 Trademarks to Assignee, or any assignee or successor thereto.

4. Terms of the Purchase Agreement. The Parties acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Cooperation. Assignor agrees that it will communicate to the Assignee, its successors, legal representatives and assigns, any material facts (including information relating to use or non-use, enforceability, or infringement of the Trademarks) known to the Assignor with respect to the Trademarks, and, at Assignee's cost, it will, as reasonably requested by Assignee, testify in any legal proceeding, sign all lawful papers, execute all applications (including, but not limited to, powers of attorney, specific assignments, transfers and assurances), make all rightful oaths and use reasonable best efforts at the reasonable request of the Assignee to aid the Assignee, its successors, legal representatives and assigns in obtaining and enforcing protection for the Trademarks and in enjoying the full benefits thereof. Assignor hereby constitutes and appoints the Assignee the true and lawful attorney of Assignor to act as Assignor's attorney-in-fact solely for the purpose of executing any reasonable and lawful documents required to be executed by Assignor which execution has not been completed within five (5) Business Days after request therefor by Assignee.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

7. Counterparts. This Assignment may be executed in multiple counterparts (including by means of telecopied signature pages or electronic transmission in portable document format (pdf)), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[Signature pages follow]

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR:

NEW ENGLAND WOOD PELLET, LLC

By: Mark Wilson
Name: Mark Wilson
Title: Chief Executive Officer

State of New Hampshire

County of Cheshire

Before me, Luann LaFreniere, on this day personally appeared Mark Wilson, the CEO of New England Wood Pellet, LLC, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on 12th of Feb., 2018.

(Personal Seal)

Luann LaFreniere
Notary Public's Signature

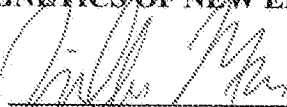
LUANN LAFRENIERE, Notary Public
My Commission Expires January 27, 2021

{Signature Page to the Trademark Assignment}

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the day and year first above written.

ASSIGNEE:

LIGNETICS OF NEW ENGLAND, INC.

By: 
Name: William I. Morris
Title: Vice President

ACKNOWLEDGMENT

A notary public or other officer complete this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of MARIN

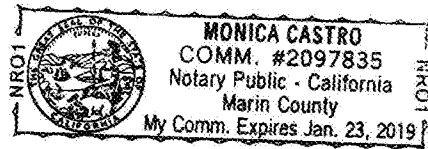
On February 7, 2018 before me, MONICA CASTRO personally appeared William I. Morris who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



SIGNATURE PAGE TO
TRADEMARK ASSIGNMENT

SCHEDULE 1

Trademarks

Name	Filing Date	Reg. No.	Reg. Date	Status
NEW ENGLAND WOOD PELLET	31 July 2014	4,738,041	19 May 2015	Active
WARM FRONT PREMIUM GRADE WOOD PELLETS	29 July 2014	4,738,022	19 May 2015	Active
NEW ENGLAND PREMIUM WOOD PELLETS	29 July 2014	4,738,021	19 May 2015	Active
GREEN SUPREME PREMIUM WOOD PELLETS	29 July 2014	4,738,020	19 May 2015	Active
ALLEGHENY PELLET	N/A (common law mark)	N/A	N/A	Active
KEYSTONE PELLET	N/A (common law mark)	N/A	N/A	Active