

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM482249

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900451673		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Natural Resources Recovery, L.L.C.	FORMERLY Natural Resources Recovery, Inc.	10/01/2011	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Natures Best Organics of Tennessee, L.L.C.		
<b>Street Address:</b>	5800 One Perkins Place		
<b>Internal Address:</b>	Suite 6A		
<b>City:</b>	Baton Rouge		
<b>State/Country:</b>	LOUISIANA		
<b>Postal Code:</b>	70808		
<b>Entity Type:</b>	Limited Liability Company: LOUISIANA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2990839	NATURE'S BEST ORGANICS	
<b>Registration Number:</b>	3009871	NATURE'S BEST ORGANICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2253818029		
<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>	225-387-4000		
<b>Email:</b>	scott.hensgens@bswllp.com		
<b>Correspondent Name:</b>	Scott N. Hensgens		
<b>Address Line 1:</b>	P.O. Box 3197		
<b>Address Line 2:</b>	301 Main Street, 23rd Floor (70801)		
<b>Address Line 4:</b>	Baton Rouge, LOUISIANA 70821		
<b>ATTORNEY DOCKET NUMBER:</b>	8442/21294		
<b>NAME OF SUBMITTER:</b>	Scott N. Hensgens		
<b>SIGNATURE:</b>	/Scott N. Hensgens/		
<b>DATE SIGNED:</b>	07/17/2018		
<b>Total Attachments: 22</b>			

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**ACT OF CORRECTION AND AMENDMENT TO  
CAPITAL CONTRIBUTION AGREEMENT**

THIS ACT OF CORRECTION AND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "**Amendment**") is effective as of October 1, 2011 ("**Effective Date**") by and between:

**NATURAL RESOURCES RECOVERY, L.L.C.**, a Louisiana limited liability company, whose mailing address is 5800 One Perkins Place, Suite 6A, Baton Rouge, Louisiana 70808, represented herein by its Manager, Sidney G. Brian (hereinafter referred to as the "**Transferor**"); and

**NATURES BEST ORGANICS OF TENNESSEE, L.L.C.**, a Tennessee limited liability company duly organized and existing under the laws of the State of Louisiana, whose mailing address is 5800 One Perkins Place, Suite 6A, Baton Rouge, Louisiana 70808, represented herein by its Manager, Sidney G. Brian; (hereinafter referred to as the "**Company**").

**RECITALS**

WHEREAS, Transferor and Company entered into Capital Contribution Agreement dated as of October 1, 2011 (the "**Contribution Agreement**");

WHEREAS, pursuant to the terms of the Contribution Agreement, Transferor transferred certain assets to the Company listed on Schedules A through C attached to the Contribution Agreement;

WHEREAS, Transferor and Company intended to transfer certain additional assets, including intellectual property rights held by Transferor, to Company along with those assets listed on Schedules A through C of the Contribution Agreement but mistakenly failed to include those assets on the schedules;

WHEREAS, the Parties hereto now desire to correct and amend the Contribution Agreement, effective as of the Effective Date, to reflect the fact that the assets described below were transferred to Company by Transferor pursuant to the Contribution Agreement.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein below, the Parties hereto hereby covenant, contract and agree as follows:

**1. Definitions; Recitals.** Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Contribution Agreement. The "Recitals" stated above are incorporated into this Amendment.

**2. Correction and Amendment of Contribution Agreement.** As of the Effective Date, the Contribution Agreement is amended and corrected to provide that Transferor transfers, assigns, conveys and contributes to the Company all of its right, title and interest, including any and all goodwill, in the assets listed on Schedule A-1 attached hereto. Effective as of the

Effective Date, the Company accepts the transfer and the ownership of such assets, including any and all goodwill, and accepts the burdens and benefits of ownership.

**3. Contribution Agreement.** In all other respects, the Contribution Agreement as originally written is hereby confirmed.

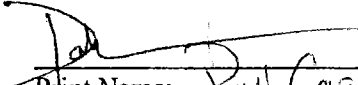
**4. Counterparts.** This Amendment may be executed in duplicate counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

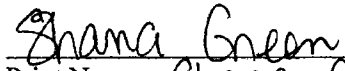
**5. Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Louisiana.

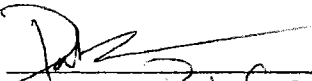
[SIGNATURE PAGE FOLLOWS]

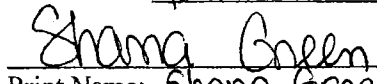
IN WITNESS WHEREOF, the parties have executed this Amendment in the presence of the undersigned competent witnesses effective as of the Effective Date in Baton Rouge, Louisiana.

WITNESSES:

  
Print Name: Paul Carmon

  
Print Name: Shana Green

  
Print Name: Paul Carmon

  
Print Name: Shana Green

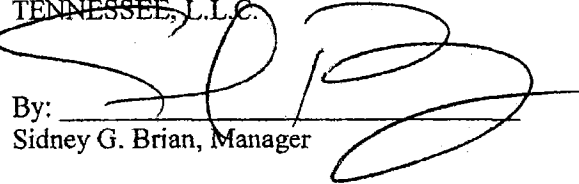
TRANSFEROR:

NATURAL RESOURCES RECOVERY,  
L.L.C.

  
By: \_\_\_\_\_  
Sidney G. Brian, Manager

COMPANY:

NATURES BEST ORGANICS OF  
TENNESSEE, L.L.C.

  
By: \_\_\_\_\_  
Sidney G. Brian, Manager

**SCHEDULE A-1**

1. Trademark Registration documentation attached



### Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Thu Mar 30 03:23:09 EDT 2017

TESS HOME NEW USER STRUCTURED FILE FORM DRAWING SEARCH OG BROWSE HELP

Logout Please logout when you are done to release system resources allocated for you.

### Record 1 out of 1

TSR ASSIGN STATUS ITAB STATUS ( Use the "Back" button of the Internet Browser to return to TESS)



**Word Mark** NATURE'S BEST ORGANICS

**Goods and Services** IC 001. US 001005 006 010 028 046. G & S. organic potting soil. FIRST USE: 20000801. FIRST USE IN COMMERCE: 20000801

**Mark Drawing Code** (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

**Design Search Code** 05.03.25 - Leaf, single; Other leaves  
26.17.13 - Letters or words underlined and/or overlined by one or more strokes or lines; Overlined words or letters; Underlined words or letters  
27.03.04 - Plants forming letters or numerals

**Serial Number** 76266488

**Filing Date** June 5, 2001

**Current Basis** 1A

**Original Filing Basis** 1A

**Published for Opposition** June 14, 2005

**Registration Number** 2990839

**Registration Date** September 6, 2005

**Owner** (REGISTRANT) Natural Resources Recovery, Inc. CORPORATION LOUISIANA 5800 One Perkins Place, Suite 6-A Baton Rouge LOUISIANA 70808  
(LAST LISTED OWNER) NATURAL RESOURCES RECOVERY, LLC LIMITED LIABILITY COMPANY LOUISIANA 5800 ONE PERKINS PLACE SUITE 6A BATON ROUGE LOUISIANA 70808

**Assignment Recorded** ASSIGNMENT RECORDED

**Attorney of Record** Claude F. Reynaud, Jr.

**Type of Mark** TRADEMARK

**Register** PRINCIPAL

**Affidavit Text** SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20151021.

**Renewal** 1ST RENEWAL 20151021

**Live/Dead Indicator** LIVE

TESS HOME NEW USER STRUCTURED FILE FORM DRAWING SEARCH OG BROWSE HELP



Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Thu Mar 30 03:23:09 EDT 2017

TESS Home New User Structured Filing Form Patent Loc SEARCH OG Bottom HELP

Logout Please logout when you are done to release system resources allocated for you.

Record 1 out of 1

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NATURE'S BEST ORGANICS

Word Mark NATURE'S BEST ORGANICS  
 Goods and Services IC 001, US 001 005 006 010 025 046, G & S: organic potting soil, FIRST USE: 20000801, FIRST USE IN COMMERCE: 20000801  
 Mark Drawing Code (1) TYPED DRAWING  
 Serial Number 76266474  
 Filing Date June 5, 2001  
 Current Basis 1A  
 Original Filing Basis 1A  
 Published for Opposition August 9, 2005  
 Registration Number 3009871  
 Registration Date November 1, 2005  
 Owner (REGISTRANT) Natural Resources Recovery, Inc. CORPORATION LOUISIANA 5800 One Perkins Place Suite 6-A Baton Rouge LOUISIANA 70808  
 (LAST LISTED OWNER) NATURAL RESOURCES RECOVERY, LLC LIMITED LIABILITY COMPANY LOUISIANA 5800 ONE PERKINS PLACE SUITE 6A BATON ROUGE LOUISIANA 70808  
 Assignment Recorded ASSIGNMENT RECORDED  
 Attorney of Record Claude F. Reynaud, Jr.  
 Type of Mark TRADEMARK  
 Register PRINCIPAL  
 Affidavit Text SECT 15, SECT 8 (6-YR), SECTION 8(10-YR) 20151013.  
 Renewal 1ST RENEWAL 20151013  
 Live/Dead Indicator LIVE

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## CAPITAL CONTRIBUTION AGREEMENT

This Capital Contribution Agreement (hereinafter referred to as the "Agreement") made and entered into as of this 1<sup>st</sup> day of October, 2011, is by and among:

**NATURAL RESOURCES RECOVERY, L.L.C.**, a Louisiana limited liability company, whose mailing address is 5800 One Perkins Place, Suite 6A, Baton Rouge, Louisiana 70808, represented herein by its Manager, Sidney G. Brian

(hereinafter referred to as the "Transferor"); and

**NATURES BEST ORGANICS OF TENNESSEE, L.L.C.**, a Tennessee limited liability company duly organized and existing under the laws of the State of Louisiana, whose mailing address is 5800 One Perkins Place, Suite 6A, Baton Rouge, Louisiana 70808, represented herein by its Manager, Sidney G. Brian;

(hereinafter referred to as the "Company")

### WITNESSETH:

WHEREAS, the Transferor is owner of the assets listed on Schedules A, B and C which assets are associated in the same business as the liabilities on Schedules D, E and F. These assets and liabilities need to be operated by an entity organized under the laws of the State of Tennessee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

Section 1. Contribution by Transferor. The Transferor hereby transfers, assigns, conveys and contributes to the Company all of its right, title and interest in the assets listed on Schedules A through C, totalling a book value of \$446,018.49, and the Company assumes the liabilities listed on Schedules D through F, totalling \$847,632.76. The Company accepts the transfer and the ownership of such assets and accepts the burdens and benefits of ownership and assumes responsibility for paying all of the liabilities listed on Schedules D, E and F. This

transfer of assets and assumption of liabilities by the Company reduces the outstanding debt of the Company to the Transferor from \$578,310.42 to \$265,553.78.

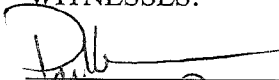
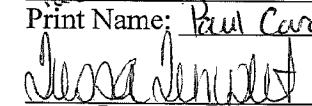
Section 2. Ownership in the Company. Prior to and in exchange for the contributions, Transferor owns, and shall own, all (100%) of the Company and shall be and is the only or single member of the Company.

Section 3. Counterparts. This Agreement may be executed in duplicate counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

Section 5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

IN WITNESS WHEREOF, the parties have executed this Agreement in the presence of the undersigned competent witnesses on the date indicated above in Baton Rouge, Louisiana.

WITNESSES:

  
Print Name: Paul Caraman  
  
Print Name: Tressa Templest

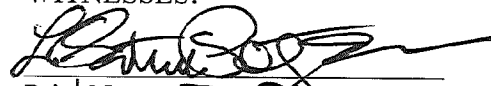
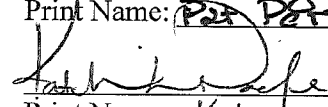
TRANSFEROR:

NATURAL RESOURCES RECOVERY,  
L.L.C.

By:

  
Sidney G. Brian, Manager

WITNESSES:

  
Print Name: Pat Pettison  
  
Print Name: Katherine L. Dodge

COMPANY:

NATURES BEST ORGANIC OF  
TENNESSEE, L.L.C.

By:

  
Sidney G. Brian, Manager

**SCHEDULE A  
FIXED ASSETS**

Storage Building 25 x 10	7,573.00
Forklift - scrapped 12/31/2009	24,473.00
Computer Equipment	6,679.00
Magnet Roller - scrapped 12/31/09	1,119.00
Office Machine All in One	650.00
Computer	816.00
Rotochopper Conveyor - scrapped 12/31/2009	8,822.00
Conveyor Belt - scrapped 12/31/09	1,746.00
Telephone Equipment	1,912.00
Komatsu SK-1020-5N Skid Steer	35,000.00
2006 Enclosed Cargo Trailer	4,500.00
Dye Scale - scrapped 12/31/2009	600.00
2007 McCloskey Trommell Screen	205,595.00
Hose Real w/Frontier 1997 - scrapped 12/31/09	7,500.00
Frontier Windrow Turner	33,049.00
Hose Real w/Frontier 1997 - scrapped 12/31/09	7,500.00
Camillion Color Mix System	7,250.00
2008 Volvo Wheel Loader L60F	137,890.00
2006 Volvo EC210BLV with 48" Bucket (Excavator Tub	96,210.00
Camillion Color Mix System	7,250.00
1980 Flatbed Trailer	10,000.00
2007 Miller Bobcat Welder	3,285.00
Metal Detector	7,275.00
Scale Software	1,965.61
Scale Software	1,965.81
Dell Computer	1,287.26
Dell Computer	1,287.06
Storage Container	2,908.38
2005 Chevy Truck	6,048.00
Fogger - scrapped 12/31/2009	2,054.00
Grinder Rprs,Parts,etc	9,724.30
(2) Walking Floor Trailers	42,656.00
LOADER REBUILD	10,495.23
Accumulated Depreciation	(367,686.04)
<b>Total Fixed Assets</b>	<b><u>329,399.61</u></b>

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**SCHEDULE B  
INVENTORY**

England Sawdust	\$	3,704.49
England Chips	\$	1,439.50
Top Soil	\$	14,742.86
Red Dye	\$	1,512.63
Black Dye	\$	4,875.00
Brown Dye	\$	3,276.33
Compost	\$	1,454.15
Sgl Grind Green Chips	\$	8,544.00
Dbl Grind Green Chips	\$	5,340.00
Dbl Grind Pallet Chips	\$	3,519.06
Soil Conditioner	\$	2,857.52
Magic Mix	\$	4.87
Premium Dbl Grind	\$	2,719.51
Brown Mulch	\$	1,661.05
Black Mulch	\$	5,373.09
Red Mulch	\$	3,490.05
Bark Mulch	\$	2,954.58
Playground Mulch	\$	604.72
<b>Total Inventory</b>	<b>\$</b>	<b>68,073.40</b>

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**SCHEDULE C  
OTHER MISCELANEOUS RECEIVABLES**

Due from IRS	\$	3,463.77
Due from AXIS Insurance	\$	6,000.00
Employee Advances	\$	42.56
Payroll Assets	\$	28,313.86
Garnishments	\$	23.07
Payroll Tax Assets	\$	9,076.03
Sales Tax Receivables	\$	491.06

<b>Total Misc Receivables</b>	<b>\$</b>	<b>47,410.35</b>
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**SCHEDULE D  
TERM DEBT ASSUMED**

<u>Institution</u>	<u>Acct #</u>	<u>Principle Bal</u>
Regions Bank	7000128576	\$ 248,583.75
Regions Bank	73000007000147294	\$ 34,131.92
Kennesaw Leasing	2008-1202	\$ 28,923.08
TCF Equipment Finance	001-0507305-500	\$ 48,362.11
Sidney G. Brian		\$ 360,409.57
	<b>Total Term Debt</b>	<u>\$ 720,410.43</u>

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**SCHEDULE E**  
**INTERCOMPANY CURRENT DEBT ASSUMED**

Due to Ronaldson Field, LLC	\$	(82,864.17)
Due to Trinity Business Group, LLC	\$	(55,728.94)
Due from Brian Development, LLC	\$	31,621.69
<b>Total Interco Current Debt</b>	<b>\$</b>	<b>(106,971.42)</b>

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**SCHEDULE F  
ACCOUNTS PAYABLE**

Knox County Revenue Sharing Payable	\$ 19,750.00
Insurance Payable	\$ 500.91
<b>Total Payables</b>	<b><u>\$ 20,250.91</u></b>

1028472.1



STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**DATION EN PAIEMENT**

This Agreement for a Dation En Paiement ("Agreement") dated as of September 30, 2011, is by and between:

**NATURAL RESOURCES RECOVERY OF TENNESSEE, L.L.C.**, a Tennessee limited liability company, whose mailing address is 5800 One Perkins Place, Suite 6-A, Baton Rouge, LA 70808 (the "Transferor") and

**NATURAL RESOURCES RECOVERY, L.L.C.**, a Louisiana limited liability company, whose mailing address is 5800 One Perkins Place, Suite 6-A, Baton Rouge, LA 70808 (the "Transferee");

both of which agree that Transferor is justly and truly indebted unto Transferee in the full sum of ONE MILLION SIX HUNDRED ELEVEN FIFTY-SIX THOUSAND AND 50/100 (\$1,611,056.50) DOLLARS, as of the date hereof.

Transferor further declares that wishing to be released from this indebtedness due and owing as hereinabove stated, and being unable to pay the said note in principal and interest, and availing itself of the provisions of Articles 2655 through 2659, inclusive, of the Louisiana Civil Code, Transferor does hereby make unto the Transferee, a dation en paiement, herein transferring, conveying, delivering, granting, assigning and setting over unto the Transferee, here present and accepting, all and singular, the following described property on Schedules A, B and C and Transferee assumes the liabilities listed on Schedules D, E and F.

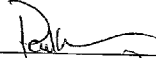
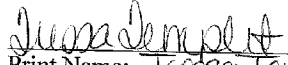
**TO HAVE AND TO HOLD** said property as herein described unto the Transferee, its successors and assigns forever, with full and general warranty of title, free from any lien, mortgage or encumbrance whatsoever, and with full subrogation to all the rights and actions of warranty which it has or may have against all preceding owners and vendors.

This transfer and conveyance of the aforesaid property by Transferor is made and accepted for and in consideration of the indebtedness aforesaid and is received by the Transferee as full acquittance, discharge and satisfaction by the Transferor to Transferee of the indebtedness in the amount aforesaid, and Transferee acknowledge receipt and due delivery of the described property and for which, together with the covenants herein, Transferee grants a full acquittance and discharge of the indebtedness aforesaid.


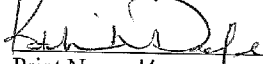
Said indebtedness is represented by the hereinabove described, there being no credits on either principal or interest, except as hereinabove set forth.

IN WITNESS WHEREOF by the parties hereto at Baton Rouge, Louisiana as of the 30<sup>th</sup>  
day of September, 2011.

WITNESSES:

  
Print Name: Paul Carmona  
  
Print Name: Tressa Tempert

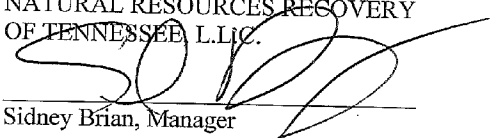
WITNESSES:

  
Print Name: Pat Ferris  
  
Print Name: Katherine L. Dodge

TRANSFEROR:

NATURAL RESOURCES RECOVERY  
OF TENNESSEE, L.L.C.

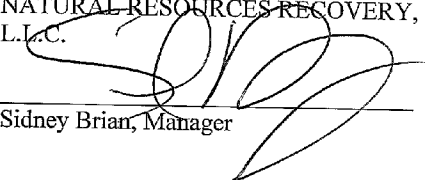
By:

  
Sidney Brian, Manager

TRANSFEROR:

NATURAL RESOURCES RECOVERY,  
L.L.C.

By:

  
Sidney Brian, Manager

**SCHEDULE A  
FIXED ASSETS**

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Conveyor Belt - scrapped 12/31/09	1,746.00
Telephone Equipment	1,912.00
Komatsu SK-1020-5N Skid Steer	35,000.00
2006 Enclosed Cargo Trailer	4,500.00
Dye Scale - scrapped 12/31/2009	600.00
2007 McCloskey Trommell Screen	205,595.00
Hose Real w/Frontier 1997 - scrapped 12/31/09	7,500.00
Frontier Windrow Turner	33,049.00
Hose Real w/Frontier 1997 - scrapped 12/31/09	7,500.00
Camillion Color Mix System	7,250.00
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2006 Volvo EC210BLV with 48" Bucket (Excavator Tub	96,210.00
Camillion Color Mix System	7,250.00
1980 Flatbed Trailer	10,000.00
2007 Miller Bobcat Welder	3,285.00
Metal Detector	7,275.00
Scale Software	1,965.61
Scale Software	1,965.81
Dell Computer	1,287.26
Dell Computer	1,287.06
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2005 Chevy Truck	6,048.00
Fogger - scrapped 12/31/2009	2,054.00
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(2) Walking Floor Trailers	42,656.00
LOADER REBUILD	10,495.23
Accumulated Depreciation	<u>(367,686.04)</u>
<b>Total Fixed Assets</b>	<b><u>329,399.61</u></b>

SCHEDULE B  
INVENTORY

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Red Dye	\$	1,512.63
Black Dye	\$	4,875.00
Brown Dye	\$	3,276.33
Compost	\$	1,454.15
Sgl Grind Green Chips	\$	8,544.00
Dbl Grind Green Chips	\$	5,340.00
Dbl Grind Pallet Chips	\$	3,519.06
Soil Conditioner	\$	2,857.52
Magic Mix	\$	4.87
Premium Dbl Grind	\$	2,719.51
Brown Mulch	\$	1,661.05
Black Mulch	\$	5,373.09
Red Mulch	\$	3,490.05
Bark Mulch	\$	2,954.58
Playground Mulch	\$	604.72
<b>Total Inventory</b>	<b>\$</b>	<b>68,073.40</b>

**SCHEDULE C**  
**OTHER MISCELANEOUS RECEIVABLES**

Due from IRS	\$	3,463.77
Due from AXIS Insurance	\$	6,000.00
Employee Advances	\$	42.56
Payroll Assets	\$	28,313.86
Garnishments	\$	23.07
Payroll Tax Assets	\$	9,076.03
Sales Tax Receivables	\$	491.06
<b>Total Misc Receivables</b>	<b>\$</b>	<b><u>47,410.35</u></b>

**SCHEDULE D  
TERM DEBT ASSUMED**

<u>Institution</u>	<u>Acct #</u>	<u>Principle Bal</u>
Regions Bank	7000128576	\$ 248,583.75
Regions Bank	73000007000147294	\$ 34,131.92
Kennesaw Leasing	2008-1202	\$ 28,923.08
TCF Equipment Finance	001-0507305-500	\$ 48,362.11
Sidney G. Brian		\$ 360,409.57
<b>Total Term Debt</b>		<b>\$ 720,410.43</b>

**SCHEDULE E**  
**INTERCOMPANY CURRENT DEBT ASSUMED**

Due to Ronaldson Field, LLC	\$ (82,864.17)
Due to Trinity Business Group, LLC	\$ (55,728.94)
Due from Brian Development, LLC	\$ 31,621.69
<b>Total Interco Current Debt</b>	<b><u>\$ (106,971.42)</u></b>

**SCHEDULE F  
ACCOUNTS PAYABLE**

Knox County Revenue Sharing Payable	\$ 19,750.00
Insurance Payable	\$ 500.91
<b>Total Payables</b>	<b><u>\$ 20,250.91</u></b>

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