TRADEMARK ASSIGNMENT COVER SHEET

ETAS ID: TM592521

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE:RESUBMISSIONNATURE OF CONVEYANCE:ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILLRESUBMIT DOCUMENT ID:900558504

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MineralTracker, LLC		06/30/2020	Limited Liability Company: NORTH DAKOTA

RECEIVING PARTY DATA

Name:	First International Bank & Trust	
Street Address:	3001 25th Street South	
City:	Fargo	
State/Country:	NORTH DAKOTA	
Postal Code:	58103	
Entity Type:	State Bank: NORTH DAKOTA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	88666053	MINERALTRACKER

CORRESPONDENCE DATA

Fax Number: 7014767676

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: 7012376983

Email: mpauling@vogellaw.com

Correspondent Name: MaKell Pauling-Normandin

Address Line 1: 218 NP Avenue

Address Line 4: Fargo, NORTH DAKOTA 58102

ATTORNEY DOCKET NUMBER:	021517.20163	
NAME OF SUBMITTER:	IE OF SUBMITTER: MaKell L. Pauling-Normandin	
SIGNATURE:	/s/ MaKell L. Pauling-Normandin	
DATE SIGNED:	08/18/2020	

Total Attachments: 4

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TRADEMARK 900564658 REEL: 007017 FRAME: 0899 $source = VOGEL - \#4090435 - v1 - Trademark_Assignment_ - \underline{MineralTracker\#page4.tif}$

TRADEMARK
REEL: 007017 FRAME: 0900

TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "Trademark Assignment"), dated as of June 30, 2020, is made by Krown Energy Group LLC, a North Dakota limited liability company, MineralTracker, LLC a North Dakota limited liability company, and Krown Energy Advisors, LLC a North Dakota limited liability company (collectively "Seller"), whose primary address is PO Box 1749, Watford City, ND 58854, in favor of First International Bank & Trust, a North Dakota state bank ("Buyer"), located at 3001 25th Street South, Fargo, North Dakota 58103, the purchaser of substantially all of the assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of May 22, 2020 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office, North Dakota Secretary of State and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, The parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
- (a) the internet domain names, trademarks, trademark registrations, and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;
- (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

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- 2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Secretary of State for the State of North Dakota and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.
- 3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
- 4. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
- 5. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law</u>. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of North Dakota, without giving effect to any choice or conflict of law provision or rule (whether of the State of North Dakota or any other jurisdiction).

SIGNATURE PAGE FOLLOWS

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TRADEMARK REEL: 007017 FRAME: 0902 IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

Krown Energy Group LLC

Name: Jeffery C. Kummer

MineralTracker LLC

By; ///////////

Name: Jeffery C. Kummer

Title: President

Title: President

Krown Mineral Management LLC

By:

Name: Jeffery C. Kummer

Title: President

Krown Energy Advisors LLC

By:

Name: Jeffery C. Kummer

Title: President

AGREED TO AND ACCEPTED:

FIRST INTERNATIONAL BANK &

TRUST

Namé: Stephen Stenehjem

Title: CEO

Trademark Assignment

TRADEMARK
REEL: 007017 FRAME: 0903

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

MINERALTRACKER (ND)

TAKE CONTROL OF YOUR MINERALS [U.S. PATENT AND TRADEMARK OFFICE]

SIMPLE MINERALS MANAGEMENT [U.S. PATENT AND TRADEMARK OFFICE]

MINERALTRACKER [U.S. PATENT AND TRADEMARK OFFICE]

WEBSITES AND DOMAIN NAMES -

WWW.ROYALTYMATTERS.COM

WWW.MINERALTRACKER.COM

WWW.KROWNENERGY.COM

WWW.MCKMINERALS.COM

TRADEMARK REEL: 007017 FRAME: 0904

RECORDED: 07/13/2020