OP \$40.00 4527036

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM598624

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Filtrexx International, LLC		03/07/2014	Limited Liability Company: OHIO

RECEIVING PARTY DATA

Name:	Conwed Plastics Acquisition Company V LLC
Street Address:	2810 Weeks Avenue SE
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55414
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4527036	IN COMPLIANCE WITH NATURE

CORRESPONDENCE DATA

Fax Number:

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: 4349729988

Email: mike@michaelhaynes.com

Correspondent Name: Michael N. Haynes

Address Line 1: PO Box 460

Address Line 4: Ruckersville, VIRGINIA 22968

NAME OF SUBMITTER:	Kelly Smoker
SIGNATURE:	/Kelly B. Smoker/
DATE SIGNED:	09/21/2020

Total Attachments: 9

source=1030-074 20200921 20140307 Filtrexx-Conwed Assignment-O-S#page1.tif source=1030-074 20200921 20140307 Filtrexx-Conwed Assignment-O-S#page2.tif source=1030-074 20200921 20140307 Filtrexx-Conwed Assignment-O-S#page3.tif source=1030-074 20200921 20140307 Filtrexx-Conwed Assignment-O-S#page4.tif source=1030-074 20200921 20140307 Filtrexx-Conwed Assignment-O-S#page5.tif

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "<u>Assignment</u>") is entered into as of March 7, 2014, by and between Filtrexx International, LLC, an Ohio limited liability company, and Rodney Tyler (collectively, "<u>Assignor</u>"), and Conwed Plastics Acquisition Company V LLC, a Delaware limited liability company ("<u>Assignee</u>"). Capitalized terms used herein without definition shall have the respective meanings set forth in the Asset Purchase Agreement (as defined below).

RECITALS

- A. Assignee and the Assignor are parties to that certain Asset Purchase Agreement dated as of even date herewith (the "Asset Purchase Agreement"), pursuant to which the Assignee agreed to purchase from the Assignor, and the Assignor agreed to sell to the Assignee, on the terms and subject to the conditions set forth in the Asset Purchase Agreement, the Purchased Assets; and
- B. The Purchased Assets include, but are not limited to, the Intellectual Property Assets set forth on Exhibit A attached hereto, which the Assignor desires to transfer to the Assignee and the Assignee desires to accept from the Assignor, subject to the terms and conditions of this Assignment.

AGREEMENT

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the Assignor and the Assignee hereby agree as follows:

- 1. <u>Assignment</u>. Effective as of the date hereof, the Assignor hereby assigns and transfers to the Assignee all of the Assignor's rights, title and interest in the Intellectual Property Assets and the goodwill associated therewith free and clear of any and all Liens, with such assignment to include all of the Assignor's rights to (a) sue for infringement with respect to the Intellectual Property Assets, whether arising prior to or subsequent to the date of this Assignment, and (b) any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States or in any other jurisdiction, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.
- 2. <u>Further Assurance</u>. The Assignor agrees that at any time and from time to time, upon the written request of the Assignee, the Assignor shall promptly and duly execute and deliver any and all such further instruments and documents and take such further actions as the Assignee may reasonably request in order to obtain the full benefit of this Assignment and of the rights and powers granted hereby, and do so without further remuneration.

3. <u>Governing Law</u>. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Minnesota.

[Remainder of Page Intentionally Blank; Signature Page Follows]

18870476

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

"ASSIGNOR":

FILTREXX INTERNATIONAL, LLC, an Ohio limited liability company

By:

Name: Rodney W. Tyler

Title: President

Rodney W. Tyler

"ASSIGNEE":

CONWED PLASTICS ACQUISITION COMPANY V LLC, a Delaware limited liability company

By:

Name: Chris Hatzenbulder

Title: President

EXHIBIT A

Intellectual Property Assets

	TA	BLE 1 – Trader	TABLE 1 – Trademark Registrations and Applications	and Applications	
Country	Serial No.	Filing Date	Registration No.	Mark	Status
United States	77/499,855	06/16/2008	3,768,357	BACTOLOXX	Registered
United States	77/589,499	10/09/2008	3,753,063	BECAUSE NATURE CAN DO WHAT MAN CANNOT	Registered
United States	77/589,461	10/09/2008	3,755,680	[Design]	Registered
United States	86/012,811	07/17/2013	N/A	DIAMONDSOXX	Pending
United States	85/337,303	06/03/2011	4,155,589	DURASOXX	Registered
United States	86/111,447	11/06/2013	N/A	EARTHBLOXX	Pending
United States	77/119,252	03/01/2007	3,761,524	ENVIROSOXX	Registered
United States	76/287,019	07/16/2001	2,900,166	FILTREXX	Registered
Canada	1,115,771	09/14/2001	TMA 643,566	FILTREXX	Registered
United States	85/550,976	02/23/2012	4,388,946	FLEXXTUBE	Registered
United States	77/686,172	03/09/2009	3,794,500	GARDENSOXX	Registered
United States	86/111,456	11/06/2013	N/A	GREENBLOXX	Pending
United States	77/455,452	04/23/2008	3,764,027	GREENLOXX	Registered
United States	77/295,178	10/03/2007	3,742,840	GROEXX	Registered

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	TAI	BLE 1 – Traden	TABLE 1 – Trademark Registrations and Applications	and Applications	
Country	Serial No.	Filing Date	Registration No.	Mark	Status
United States	77/305,680	10/17/2007	3,745,089	GROSOXX	Registered
United States	85/962,642	06/18/2013	N/A	IN COMPLIANCE WITH NATURE	Pending
United States	77/589,512	10/09/2008	3,753,064	LET NATURE DO IT	Registered
United States	77/499,888	06/16/2008	3,764,202	METALLOXX	Registered
United States	77/205,702	06/14/2007	3,758,002	MIMIC NATURE	Registered
United States	77/498,886	06/16/2008	3,764,201	NUTRILOXX	Registered
United States	77/499,862	06/16/2008	3,764,200	PETROLOXX	Registered
United States	85/872,321	03/11/2013	4,482,550	SOILSOXX	Registered
United States	85/700,573	08/10/2012	4,475,808	TERPMAT	Registered
United States	85/971,347	06/27/2013	N/A	TRINITY	Pending

		TABLE 2 – P	TABLE 2 – Patents and Patent Applications	nt Applications	
Country	Application No.	Filing Date	Patent No.	Title	Status
United States	10/208,631	07/29/2002	7,226,240	DEVICES, SYSTEMS, AND	Issued
				METHODS FOR CONTROLLING	
				EROSION	
United States	11/804,163	05/17/2007	N/A	DEVICES, SYSTEMS, AND	Pending
				METHODS FOR CONTROLLING	
				EROSION	
United States	10/519,637	12/28/2004	7,452,165	CONTAINMENT SYSTEMS,	Issued
				METHODS, AND DEVICES	

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Pending	"EZ FILLER"	N/A		13/751,309	United States
Pending	"GREENLOXX CON"	N/A		13/742,754	United States
Pending	"GREENLOXX"	N/A		12/103,822	United States
Pending	CONTAINMENT SYSTEMS, METHODS, AND DEVICES	N/A	05/13/2013	13/892,634	United States
Issued	CONTAINMENT SYSTEMS, METHODS, AND DEVICES	8,439,607	07/17/2007	11/879,316	United States
Status	Title	Patent No.	Filing Date	Application No.	Country
	ıt Applications	TABLE 2 – Patents and Patent Applications	TABLE 2 – P		

Expiration
upon execution of the Asset Purchase Agreement)
12/4/2014
11/23/2014
6/1/2014
6/1/2014
6/1/2014
6/1/2014
1/25/2015
1/25/2015
11/23/2014
6/22/2014
1/28/2015
2/28/2015
2/28/2015
Registrant (* to be transferred to Assignor prior to, or upon execution of the Asset Purchase Agree ROD TYLER

	TABLE 3 – Domain Names	
Domain	Registrant	Expiration
	(* to be transferred to Assignor prior to, or	
	upon execution of the Asset Purchase Agreement)	
envirosoxx.net		2/28/2015
erosioncontrolnetting.com	ROD TYLER	3/28/2015
erosioncontrolsoxx.com	ROD TYLER	2/19/2015
erosioninspector.com	ROD TYLER	6/29/2014
erosionsocks.com	ROD TYLER	1/25/2015
filterbale.com	ROD TYLER	10/5/2014
filtrexx.com	FILTREXX INTERNATIONAL	06/26/2014
filtrexx.net	ROD TYLER	01/11/2015
filtrexx.org	ROD TYLER	01/11/2015
filtrexxarklatex.com	ROD TYLER	10/31/2014
filuexxatlanta.com	ROD TYLER	08/10/2014
filtrexxatlanta.net	ROD TYLER	08/10/2014
filtrexxcalifornia.com	ROD TYLER	08/10/2014
filmexxcalifornia.net	ROD TYLER	08/10/2014
filtrexxdesignmanual.com	ROD TYLER	10/04/2014
filtrexxeasterncarolina.com	ROD TYLER	08/10/2014
filtrexxfoundation.com	ROD TYLER	01/11/2015
filtrexxfoundation.net	ROD TYLER	01/11/2015
filtrexxfoundation.org	ROD TYLER	01/11/2015
filtrexxgeorgia.com	ROD TYLER	08/10/2014
<u>filtrexxgeorgia.net</u>	ROD TYLER	08/10/2014
filtrexxinlandempire.com	ROD TYLER	07/31/2014
filtrexxiowa.com	ROD TYLER	12/27/2014
filtrexxiowa.net	ROD TYLER	12/27/2014
filurexxlibrary.com	ROD TYLER	01/24/2015
filtrexxlouisiana.com	ROD TYLER	08/22/2014

	TABLE 3 – Domain Names	
Domain		Expiration
	(* to be transferred to Assignor prior to, or	
	upon execution of the Asset Purchase Agreement)	
filtrexxmonterey.com	ROD TYLER	10/31/2014
filmexxnashville.com	ROD TYLER	08/10/2014
filtrexxnashville.net	ROD TYLER	08/10/2014
filtrexxnewmexico.com	ROD TYLER	12/27/2014
filtrexxnewmexico.net	ROD TYLER	12/27/2014
filtrexxsiliconvalley.com	ROD TYLER	10/31/2014
filtrexxsouthcarolina.com	ROD TYLER	12/27/2014
filtrexxsouthcarolina.net	ROD TYLER	12/27/2014
filluexxiennessee.com	ROD TYLER	10/16/2014
filtrexxtennessee.net	ROD TYLER	10/16/2014
filuexxtexas.com	ROD TYLER	08/22/2014
gardensoxx.com	ROD TYLER	12/4/2014
groexx.com	ROD TYLER	6/22/2014
grosoxx.com	ROD TYLER	6/22/2014
lowimpactdesignmanual.ca	ROD TYLER	7/27/2014
lowimpactdesignmanual.com	ROD TYLER	7/27/2014
lowimpactdesignmanual.net	ROD TYLER	7/27/2014
lowimpactdesignmanual.org	ROD TYLER	7/27/2014
metalloxx.com	ROD TYLER	6/2/2014
mimic-nature.com	ROD TYLER	11/20/2014
nitroloxx.com	ROD TYLER	12/4/2014
mutriloxx.com	ROD TYLER	6/2/2014
petroloxx.com	ROD TYLER	6/2/2014
phosloxx.com	ROD TYLER	6/2/2014
siltsoxx.com	ROD TYLER	11/24/2014
siltsoxx.net	ROD TYLER	11/24/2014

RECORDED: 09/21/2020

	TABLE 3 – Domain Names	
Domain	Registrant	Expiration
	(* to be transferred to Assignor prior to, or	
	upon execution of the Asset Purchase Agreement)	
stormwaterinspections.ca	ROD TYLER	8/6/2014
terpmat.com	ROD TYLER	8/10/2014
terpmat.net	ROD TYLER	8/10/2014
terpmat.org	ROD TYLER	8/10/2014