

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM613269

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NEW WEST OIL COMPANY, L.L.C.		12/04/2020	Limited Liability Company: ARIZONA
New West Environmental LLC		12/04/2020	Limited Liability Company: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RelaDyne West, LLC		
<b>Street Address:</b>	8280 Montgomery Road		
<b>Internal Address:</b>	Suite 101		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45236		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5700136	NEW WEST ENVIRONMENTAL	
<b>Registration Number:</b>	5338232	NEW WEST OIL COMPANY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6124927077		
<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>	6124927000		
<b>Email:</b>	plarson@fredlaw.com		
<b>Correspondent Name:</b>	Patricia A. Larson, Senior Paralegal		
<b>Address Line 1:</b>	Fredrikson & Byron, P.A.		
<b>Address Line 2:</b>	200 S. Sixth Street, Suite 4000		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Patricia A. Larson		
<b>SIGNATURE:</b>	/Patricia A. Larson/		
<b>DATE SIGNED:</b>	12/09/2020		
<b>Total Attachments: 5</b>			

OP \$65.00 5700136

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment Agreement") is made as of December 4th, 2020 by New West Oil Company, L.L.C., an Arizona limited liability company, New West Environmental LLC, an Arizona limited liability company (each, an "Assignor", and collectively, the "Assignors"), in favor of RelaDyne West, LLC, a Delaware limited liability company ("Assignee").

Assignors and Assignee have been involved in negotiations on the Asset Purchase and Contribution Agreement dated as of November 25<sup>th</sup>, 2020 (the "Purchase Agreement"), whereby Assignors have agreed to assign certain unregistered and registered intellectual property, including without limitation the intellectual property set forth on Exhibit A (collectively, the "Assigned IP"), and has agreed to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignors hereby absolutely, irrevocably and unconditionally convey, assign, transfer and agree to assign and deliver to Assignee and its successors and assigns forever, without any restrictions, limitations or reservations, all of Assignors' right, title and interest in and to the Assigned IP together with the goodwill of the business connected with the use of, and symbolized by, the Assigned IP, as fully and entirely as the same would have been held and enjoyed by Assignors had this IP Assignment Agreement not been made, including the following:

- (a) all (i) trademark applications and registrations set forth on Exhibit A, and (ii) trademarks underlying the trademark applications and registrations set forth on Exhibit A;
- (b) all unregistered trademarks, services marks and trade names set forth on Exhibit A;
- (c) all unregistered copyrights and works of authorship set forth on Exhibit A;
- (d) any and all rights of any kind whatsoever of Assignors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (e) 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
- (f) 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, 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.

2. Recordation and Further Actions. Assignors hereby authorize the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment Agreement upon request by Assignee. Following the date hereof, Assignors 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 reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Assignment. This IP Assignment Agreement shall be binding upon and inure to the benefit of the parties to this IP Assignment Agreement and their successors and assigns.

4. Counterparts. This IP Assignment Agreement may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this IP Assignment Agreement with signatures transmitted by facsimile or electronically (e.g., pdf) shall be deemed to be original signed versions of this IP Assignment Agreement.

5. Governing Law. This IP Assignment Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with the terms of the Purchase Agreement.

*[Signature Page Follows]*

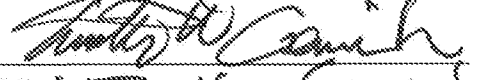
IN WITNESS WHEREOF, Assignors have duly executed and delivered this IP Assignment Agreement as of the date first written above.

**Assignors:**

NEW WEST OIL COMPANY, L.L.C.

By:   
Name: Timothy Gerich  
Its: CEO

NEW WEST ENVIRONMENTAL LLC


By:   
Name: Timothy Gerich  
Its: CEO

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment Agreement as of the date first written above.

AGREED TO AND ACCEPTED:

**Assignee:**

**RELADYNE WEST, LLC**

By:   
Name: Larry J. Stoddard  
Its: CEO and President

**EXHIBIT A**  
**ASSIGNED IP**

Trademark	App. No./ Reg. No.	App. Date	Reg. Date	Country	Owner of Record	Status
<u>NEW WEST ENVIRONMENTAL</u>	RN: 5700136 SN: 87209651	October 20, 2016	March 19, 2019	U.S.	New West Oil Company, L.L.C. (Arizona Limited Liability Company)	Registered
<u>NEW WEST OIL COMPANY</u>	RN: 5338232 SN: 87209644	October 20, 2016	November 21, 2017	U.S.	New West Oil Company, L.L.C. (Arizona Limited Liability Company)	Registered

**Domain Names:**

Domain Name	Status	Registrar	Expiration Date
NEWWESTOIL.COM	Registered	GoDaddy.com, LLC	05/06/2021

**Social Media:**

Social Media Platform	Link
Facebook	<a href="https://www.facebook.com/New-West-Oil-Company-New-West-Environmental-262539687151911/">https://www.facebook.com/New-West-Oil-Company-New-West-Environmental-262539687151911/</a>
LinkedIn	<a href="https://www.linkedin.com/company/new-west-oil-company/">https://www.linkedin.com/company/new-west-oil-company/</a>