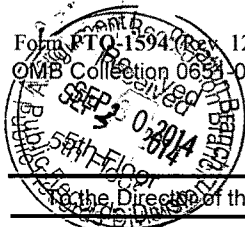


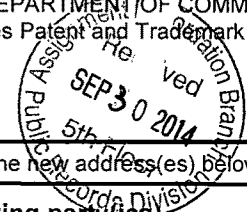
09/30/2014



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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

09-39-14

1. Name of conveying party(ies):

Eran Industries, Inc.

- Individual(s)
- Partnership
- Corporation- State: Nebraska
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Nebraska

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 31, 2014

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Leafproof Products, LLC

Street Address: 8702 South 135th Street

City: Omaha

State: Nebraska

Country: United States Zip: 68138

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Nebraska

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

4,145,747

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Leafproof (Mark consists of standard characters without claim to any particular font, style, size or color)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Adella A. Bachman

Internal Address: _____

Street Address: 8702 South 135th Street

City: Omaha

State: Nebraska Zip: 68138

Phone Number: (402) 758-1292

Docket Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

09/30/2014 KNGUYENI 00000004 4145747

Deposit Account Number _____ 40.00 00

Authorized User Name _____

9. Signature:

Adella A. Bachman
Signature

9-23-14
Date

Adella A. Bachman, Sole Member

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "**Assignment**") is effective as of August 31, 2014 (the "**Effective Date**") between ERAN INDUSTRIES, INC., a Nebraska corporation ("**Assignor**"), and LEAFPROOF PRODUCTS, LLC, a Nebraska limited liability company ("**Assignee**").

WHEREAS, Assignor and Assignee are parties to that certain Asset and Real Estate Purchase Agreement dated as of August 31, 2014 (the "**Purchase Agreement**"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor is to convey, transfer and assign to Assignee, among other assets, all of the intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment to Assignee for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office.

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

1. Assignor hereby sells, transfers, assigns, conveys, sets over and delivers to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "**Assigned Trademark**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark:

(a) the trademark registration set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor 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 and/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 not obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks and the proper officials of all other countries to record this Trademark Assignment upon request of Assignee. At Assignee's cost and expense, Assignor shall take such steps and actions following the Effective Date, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademark is assigned to Assignee, or any assignee or successor thereto.

3. All representations, warranties, covenants and indemnities of Assignor relating to the Assigned Trademark are set forth in the Purchase Agreement.

4. This Assignment may be executed in counterparts, and when so executed, each counterpart shall be deemed an original and said counterparts shall constitute one and the same instrument.

[signature page follows]

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

IN WITNESS WHEREOF, Assignor has executed this Assignment on this 23rd day of September 2014.

ERAN INDUSTRIES, INC., a Nebraska corporation

By: *James E. Bachman*
Name: James E. Bachman
Title: President

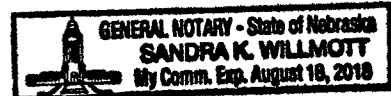
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 23rd day of September, 2014, before me, Sandra K. Willmott, the undersigned officer, personally appeared JAMES E. BACHMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as President of ERAN INDUSTRIES, INC., a Nebraska corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument on behalf of ERAN INDUSTRIES, INC., for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Sandra K. Willmott
Notary Public

[Notarial Seal]



My Commission expires: August 18, 2018

ACKNOWLEDGED AND ACCEPTED:

LEAFPROOF PRODUCTS, LLC,
a Nebraska limited liability company

By: *Adella A. Bachman*
Name: Adella A. Bachman
Title: Manager

SCHEDULE 1
TO
TRADEMARK ASSIGNMENT
BY ERAN INDUSTRIES, INC.
TO LEAFPROOF PRODUCTS, LLC

U.S. Trademark Registration

<u>Mark</u>	<u>U.S. Registration No.</u>	<u>Date of Registration</u>
LEAFPROOF	4,145,747	May 22, 2012

U.S. Trademark Applications

None

Foreign Trademark Registrations

None

Foreign Trademark Applications

None