

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM350909

<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>
White Castle Management Co.		07/30/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Earthway Products, Inc.		
<b>Street Address:</b>	1009 Maple Street		
<b>City:</b>	Bristol		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46507		
<b>Entity Type:</b>	CORPORATION: INDIANA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73260518	PRIZELAWN	
<b>Serial Number:</b>	74536368	PRIZELAWN BIG FOOT	
<b>Serial Number:</b>	75024350	PRIZELAWN LIL'FOOT	
<b>Serial Number:</b>	75771229	PRIZELAWN ACCURATE	
<b>Serial Number:</b>	85216903	PS 200 POWER SPREADER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5745344174		
<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>	(574) 533-1171		
<b>Email:</b>	solsen@yaub.com		
<b>Correspondent Name:</b>	Steven J. Olsen		
<b>Address Line 1:</b>	130 North Main Street		
<b>Address Line 4:</b>	Goshen, INDIANA 46526		
<b>NAME OF SUBMITTER:</b>	Steven J. Olsen		
<b>SIGNATURE:</b>	/steven j olsen/		
<b>DATE SIGNED:</b>	08/10/2015		
<b>Total Attachments: 5</b>			
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TRADEMARK ASSIGNMENT  
[United States Trademarks]

This Trademark Assignment (“Assignment”), dated as of July 30, 2015, is made by White Castle Management Co., a Delaware corporation (“Assignor”), located at 555 West Goodale Street, Columbus, Ohio, 43215, United States of America, in favor of Earthway Products, Inc., an Indiana corporation (“Assignee”), located at 1009 Maple Street, Bristol, IN 46507, United States of America, the purchaser of certain assets of White Castle System, Inc., a Delaware corporation and the parent company of Assignor (“Parent Company”), pursuant to an Asset Purchase Agreement, dated June 30, 2015, between Assignee and Parent Company (the “Asset Purchase Agreement”).

WHEREAS, under the terms of the Asset Purchase Agreement, Parent Company agreed to cause Assignor to convey, transfer and assign to Assignee, certain intellectual property of Assignor, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

WHEREAS, Assignor adopted and continuously used in commerce, between Assignor’s claimed first-use date and the registration date and throughout Assignor’s period of ownership, the PS 200 Power Spreader Trademark (Registration No. 4116056) identified in Schedule 1;

NOW, THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the following (the “Assigned Trademarks”):

(a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the “Trademarks”), together with the applications for the Trademarks and the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(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 no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks 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 Assignment upon request by Assignee. Following the date hereof, Assignor will 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 Trademarks to Assignee, or any assignee or successor thereto. Following the date hereof, Assignor will also take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including making all rightful oaths, testifying on behalf of Assignee or its designees, and providing such other materials, information, and assistance to Assignee or its designees as may be reasonably requested by Assignee in connection with any claims or causes of action assigned herein.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this 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 Parent Company, Assignor, and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement will not be superseded hereby but will 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 will govern. Assignee acknowledges that Assignor makes no representation or warranty with respect to the Assigned Trademarks and disclaims all indemnification obligations with respect to the Assigned Trademarks, except, in either case, as specifically set forth in the Asset Purchase Agreement or this Assignment.

4. Successors and Assigns. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This 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 Assignment and the transactions contemplated hereby will be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

*[Signature page to Trademark Assignment follows on next page.]*

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed.

ASSIGNOR:

WHITE CASTLE MANAGEMENT CO.

By:   
Name: Russell J. Meyer  
Title: Vice President & Chief Financial Officer

Parent Company warrants and agrees with all provisions and recitals contained herein.

PARENT COMPANY:

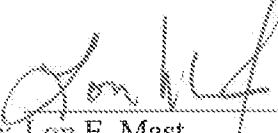
WHITE CASTLE SYSTEM, INC.

By:   
Name: Russell J. Meyer  
Title: Vice President & Chief Financial Officer

Assignee accepts the Assignment contained herein.

ASSIGNEE:

EARTHWAY PRODUCTS, INC.

By:   
Name: Lon E. Mast  
Title: President

SCHEDULE 1

ASSIGNED TRADEMARKS

<u>Word Mark</u>	<u>U.S. Reg. Number</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Mark Drawing Code</u>
PRIZELAWN	1166164	73260518	May 2, 1980	(1) Typed Drawing
PRIZELAWN BIG FOOT	2006694	74536368	June 13, 1994	(1) Typed Drawing
PRIZELAWN LIL' FOOT	2062268	75024350	November 27, 1995	(1) Typed Drawing
PrizeLAWN AccuRate	2403823	75771229	August 9, 1999	(5) Words, Letters, and/or Number in Stylized form
PS 200 Power Spreader	4116056	85216903	January 13, 2011	(3) Design plus words, letters, and/or numbers