

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386985

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aria Energy Corp.		06/07/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Aria Energy Operating LLC		
Street Address:	46280 Dylan Drive, Suite 200		
City:	Novi		
State/Country:	MICHIGAN		
Postal Code:	48377		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	86385380	ARIA	
Serial Number:	86385384	ARIA	
Serial Number:	86385389	ARIA	
Serial Number:	86385395	ARIA	
Serial Number:	86385400	ARIA	
Serial Number:	86385404	ARIA	
Serial Number:	86430448	ARIA ENERGY	
Serial Number:	86430451	ARIA ENERGY	
Serial Number:	86430453	ARIA ENERGY	
Serial Number:	86430457	ARIA ENERGY	
Serial Number:	86430461	ARIA ENERGY	
Serial Number:	86430466	ARIA ENERGY	
CORRESPONDENCE DATA			
Fax Number:	4157735759		
<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>			
Phone:	4157735700		
Email:	ipprosecutionsf@orrick.com		
Correspondent Name:	Beth M. Goldman		
Address Line 1:	2050 Main Street, Suite 1100		
TRADEMARK			

CH \$315.00 86385380

Address Line 2: IP Prosecution Department
Address Line 4: Irvine, CALIFORNIA 92614-8255

NAME OF SUBMITTER: Eileen Z. Aghnami

SIGNATURE: /Eileen Z. Aghnami/

DATE SIGNED: 06/07/2016

Total Attachments: 4

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ASSIGNMENT AND ASSUMPTION AGREEMENT
(Trademarks)

This Assignment and Assumption Agreement (this “Agreement”), dated as of June 7, 2016 (the “Effective Date”), is entered into by and between Aria Energy Corp., a Delaware corporation (“Assignor”), and Aria Energy Operating LLC, a Delaware limited liability company (“Assignee”).

RECITALS:

WHEREAS, Assignor owns those certain trademarks (the “Trademarks”) set forth on Exhibit A hereto; and

WHEREAS, Assignor wishes to assign all of its right, title and interest in and to the Trademarks together with the goodwill associated therewith to Assignee and Assignee wishes to accept and assume all such right, title and interest in and to the Trademarks together with the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Assignment of Trademarks.** As of the Effective Date, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby accepts and assumes, all of Assignor’s right, title and interest in and to, and all of Assignor’s duties, obligations and liabilities under, the Trademarks together with the goodwill associated therewith including, without limitation, its right to sue for and collect damages for infringement or other violations of the same, including for past infringements or other violations (the “Assignment”).

2. **Further Acts.** Assignor shall cooperate as reasonably requested by Assignee, to execute and deliver all such documents, and to take all such other actions, as may be reasonably necessary to give effect to this Agreement and comply with any applicable laws in respect of its obligations hereunder, including taking all further actions not taken on or prior to the date hereof as may be reasonably necessary or appropriate to fully and effectively deliver, transfer and vest in Assignee the Trademarks.

4. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. **Governing Law.** This Agreement, and any instrument or agreement required hereunder (to the extent not otherwise expressly provided for therein), shall be governed by, and construed under, the laws of the State of New York, without reference to conflicts of laws rules, except for Section 5-1401 of the New York General Obligations Law.

6. **Severability.** If any portion of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

7. **Counterparts.** This Agreement may be executed and delivered in one or more counterparts, each of which shall be deemed an original, and all of which shall be deemed to constitute one and the same agreement. An executed counterpart of this Agreement delivered by fax or other means of electronic communications shall be deemed to be an original and shall be as effective for all purposes as delivery of a manually executed counterpart.

[Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption Agreement to be duly executed as of and on the date first above written.

ASSIGNOR:

ARIA ENERGY CORP.,
a Delaware corporation

By: Kimberly D. Boler
Name: Kimberly Boler
Title: Vice President, General Counsel

ASSIGNEE:

ARIA ENERGY OPERATING LLC,
a Delaware limited liability company

By: Kimberly D. Boler
Name: Kimberly Boler
Title: Vice President, General Counsel

Exhibit A
Trademarks

Mark	Serial No.	Class	Statement of Use File Date	Statement of Use Acceptance Date
ARIA	86/385,380	35	March 23, 2016	April 7, 2016
ARIA	86/385,384	36	April 12, 2016	April 29, 2016
ARIA	86/385,389	37	April 4, 2016	June 2, 2016
ARIA	86/385,395	39	March 23, 2016	April 7, 2016
ARIA	86/385,400	40	April 4, 2016	April 30, 2016
ARIA	86/385,404	42	April 4, 2016	April 12, 2016
	86/430,448	35	April 4, 2016	April 30, 2016
	86/430,451	36	April 12, 2016	May 6, 2016
	86/430,453	37	April 4, 2016	June 2, 2016
	86/430,457	39	April 4, 2016	April 30, 2016
	86/430,461	40	April 4, 2016	April 30, 2016
	86/430,466	42	April 4, 2016	April 12, 2016