

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398529

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Greenflame Products, LLC		06/28/2016	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Green Biologics Limited		
Street Address:	45A Milton Park, Abingdon		
City:	Oxfordshire OX14 4RU		
State/Country:	GREAT BRITAIN		
Entity Type:	Company: GREAT BRITAIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86818267	GREENFLAME	
CORRESPONDENCE DATA			
Fax Number:	6144642634		
<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:	614 462-5418		
Email:	trademarks@keglerbrown.com		
Correspondent Name:	Kegler Brown / JJN - P*F		
Address Line 1:	65 East State Street		
Address Line 4:	Columbus, OHIO 43215		
NAME OF SUBMITTER:	Jeffrey J. Nein		
SIGNATURE:	/JJN/		
DATE SIGNED:	09/14/2016		
Total Attachments: 4			
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ASSIGNMENT

This Intellectual Property Assignment Agreement ("IP Assignment"), dated as of June _____, 2016, is made by Greenflame Products, LLC ("Seller"), a Minnesota limited liability company, located at 870 Bluff Circle, Mendota Heights, MN 55118, in favor of Green Biologics Limited (company number 4358718) a company incorporated in England whose registered office is at 45A Milton Park, Abingdon, Oxfordshire, OX14 4RU ("GBL" or "Buyer").

WHEREAS, Seller entered into that certain Intellectual Property Purchase Agreement, dated as of February 19, 2016 (the "IP Purchase Agreement") with Green Biologics, Inc. ("GBI"), a subsidiary of Buyer, pursuant to which Seller agreed to assign certain intellectual property to GBI.

WHEREAS, GBL is the parent company of GBI, and GBI has assigned all of its rights and obligations as Buyer under the IP Purchase Agreement to GBL;

WHEREAS, under the terms of the IP Purchase Agreement, Seller has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth on Schedule I hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");

(b) the trademark registrations and applications set forth on Schedule I hereto and all issuances, extensions and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule I hereto, the transfer of such applications accompanies, pursuant to the IP Purchase Agreement, the transfer of Seller's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) registrations of the internet domain names set forth on Schedule I, whether or not incorporating Seller's trademarks, service marks or other proprietary indicia of goods and services of Seller, registered to Seller in any generic top level domain by any authorized private registrar or governmental authority;

(d) all rights of any kind whatsoever of Seller 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, accruing on and after the date hereof (all claims and causes of action accruing before the date hereof shall be retained by Seller), 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. Seller 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, and any domain registrar to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the IP Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the IP Purchase Agreement shall not be superseded hereby but shall 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 IP Purchase Agreement and the terms hereof, the terms of the IP Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

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

6. Governing Law. This IP 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 IP Assignment

and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

SIGNED, SEALED AND DELIVERED by SELLER:

SELLER: Greenflame Products, LLC

Notary/Witness:

Signature: 

On the date set forth opposite of my signature, before me personally appeared the person whose name is set forth opposite of my signature, and such person executed this instrument in my presence for the purpose contained therein, by signing his name hereto.

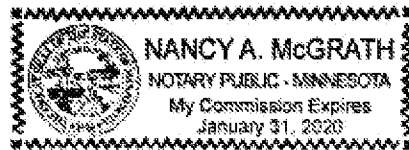
Printed Name: David E. Moe

Title: President

Date: 28 June 2016

Signature: 

Printed Name: Nancy A. McGrath



SIGNED, SEALED AND DELIVERED by BUYER:

BUYER: Green Biologics Limited

Notary/Witness:

Signature: 

On the date set forth opposite of my signature, before me personally appeared the person whose name is set forth opposite of my signature, and such person executed this instrument in my presence for the purpose contained therein, by signing his name hereto.

Printed Name: _____

Title: _____

Date: _____

Signature: 

Printed Name: E. TIMOTHY DANKS

SCHEDULE 1
List of Intellectual Property

Patents

- U.S. Patent No. US 8,728,178 B2 titled "Lighter fluid compositions with n-butanol and biodiesel"
- U.S. Patent No. 9,084,507 titled "Method of lighting a fuel source comprising n-butanol and biodiesel"

Trademarks

- GREENFLAME (common law)
- U.S. Application Serial No. 86/818,267 for GREENFLAME

Domain Names

- greenflame.biz
- greenflame.bz
- greenflame.cc
- greenflame.com
- greenflame.de
- greenflame.eu
- greenflame.info
- greenflame.mobi
- greenflame.name
- greenflame.tv
- greenflame.us
- greenflame.ws

Know-how

- Know-how and processes relating to practicing the invention.