

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM400512

<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>
ORYXE INTERNATIONAL, INC.		12/01/2010	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ORYXE HORIZONS, INC.		
<b>Street Address:</b>	609 PLANKWAY COURT		
<b>City:</b>	BELLEVILLE		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	62221		
<b>Entity Type:</b>	Corporation: NEVADA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3269906	THE NEW NATURE OF FUEL	
<b>Registration Number:</b>	3277342	ORYXE	
<b>Registration Number:</b>	3283714		
<b>Registration Number:</b>	3331482		
<b>Registration Number:</b>	3393209	ORYXE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6029165517		
<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>Email:</b>	ip@fclaw.com		
<b>Correspondent Name:</b>	Susan Stone Rosenfield		
<b>Address Line 1:</b>	2394 East Camelback Road		
<b>Address Line 2:</b>	Suite 600		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85016		
<b>NAME OF SUBMITTER:</b>	Susan Stone Rosenfield		
<b>SIGNATURE:</b>	/Susan Stone Rosenfield/		
<b>DATE SIGNED:</b>	09/30/2016		
<b>Total Attachments: 14</b>			
source=Bill of Sale of IP from Oryxe International, Inc. (DE corp) to Oryxe Horizons, Inc. (NV corp)#page1.tif			

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source=Bill of Sale of IP from Oryxe International, Inc. (DE corp) to Oryxe Horizons, Inc. (NV corp)#page11.tif  
source=Bill of Sale of IP from Oryxe International, Inc. (DE corp) to Oryxe Horizons, Inc. (NV corp)#page12.tif  
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**BILL OF SALE**

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Oryxe International, Inc., a Delaware corporation ("Seller"), does hereby grant, bargain, transfer, sell, assign, convey and deliver to Oryxe Horizons, Inc., a Nevada corporation ("Buyer") and a wholly-owned subsidiary of BWC, LLC, a Utah limited liability company ("Parent"), all of its right, title and interest in and to the Acquired Assets, as such term is defined in the Asset Purchase Agreement, dated as of October 15, 2010 (as amended from time to time, the "Purchase Agreement"), by and between Seller and Parent, to have and to hold the same unto Buyer, its successors and assigns, forever.

Buyer acknowledges that Seller makes no representation or warranty with respect to the assets being conveyed hereby except as specifically set forth in the Purchase Agreement.

IN WITNESS WHEREOF, Seller has duly executed this Bill of Sale as of December 1, 2010.


ORYXE INTERNATIONAL, INC.

By   
Name: Michael Katz  
Title: President

**ACKNOWLEDGED BY:**

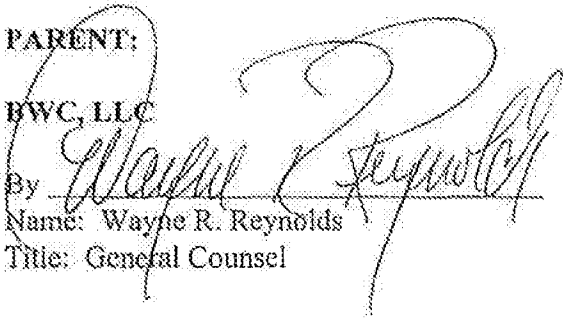
**BUYER:**

ORYXE HORIZONS, INC.

By   
Name: Wayne R. Reynolds  
Title: Chief Operating Officer

**PARENT:**

BWC, LLC

By   
Name: Wayne R. Reynolds  
Title: General Counsel

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is entered into as of October 15, 2010 (the "Effective Date"), by and between BWC, LLC, a Utah limited liability company ("Buyer"), and ORYXE INTERNATIONAL, INC., a Delaware corporation ("Seller"). Buyer and Seller are referred to herein individually as a "Party" and collectively as the "Parties".

### AGREEMENT

In consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows:

#### Section 1. Purchase of Acquired Assets.

(a) Purchase and Sale of Assets. On and subject to the terms and conditions of this Agreement, at the Closing Buyer agrees to purchase, acquire and accept from Seller (or, as applicable, Seller's Subsidiaries), and Seller agrees to sell, transfer, assign, convey, and deliver to Buyer or its (or, as applicable, to cause its Subsidiaries to sell, transfer, assign, convey and deliver to Buyer), free and clear of all Liens (except for Permitted Encumbrances and any Liens created in favor of Seller pursuant to the Transaction Documents), all of the Acquired Assets for the consideration specified below in Section 2. Buyer may elect cause a wholly-owned subsidiary of Buyer to purchase, acquire and accept from Seller the Acquired Assets as set forth herein, in which case references herein to Buyer shall be deemed to apply to Buyer and its wholly-owned subsidiary.

(b) Excluded Assets. Nothing herein shall be deemed to sell, transfer, assign or convey the Excluded Assets to Buyer, and Seller shall retain all right, title and interest to, in and under the Excluded Assets.

(c) Assignment and Assumption of Assumed Contracts. On and subject to the terms and conditions of this Agreement and the Assignment and Assumption Agreement, at the Closing Seller shall transfer and assign all Assumed Contracts to Buyer, and Buyer shall assume all Assumed Contracts from Seller.

(d) No Assumption of Liabilities. Except for (i) any Liabilities assumed by Buyer in connection with the Assumed Contracts pursuant to the Assignment and Assumption Agreement and (ii) the accounts payable incurred in the ordinary course of business from and after the Effective Date materially in accordance with the cash flow requirements delivered to Buyer by Seller on or before the Effective Date, Buyer shall not be deemed to have assumed or otherwise become responsible for any of Seller's Liabilities at the Closing.

#### Section 2. Consideration.

(a) Working Capital Payment. On the Effective Date or promptly thereafter, and in no event later than October 18, 2010, Buyer shall deliver to Seller by wire transfer or delivery of other immediately available funds a cash payment in the amount of [REDACTED]


whenever the word "Dollar" or the symbol "\$" is used herein, it shall refer to United States dollars, unless otherwise specified.

(o) Incorporation of Exhibits and Schedules. The Exhibits (as completed as of the Closing Date) and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof. The Parties hereby acknowledge that the Exhibits are not complete as of the date of this Agreement and will be completed by the Parties prior to Closing.

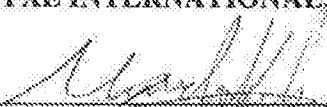
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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**BWC, LLC**

By:   
Name: Wayne R. Reynolds  
Title: General Counsel

**ORYXE INTERNATIONAL, INC.**

By:   
Name: Michael A. Katz  
Title: President and CEO

## Annex A

### **Defined Terms**

As used in this Agreement, the exhibits attached hereto and the Schedules delivered under this Agreement, the following terms and their grammatical variations and correlatives shall have the following meaning:

"Acquired Assets" means all of the right, title, and interest that Seller or any of its Subsidiaries possesses and has the right to transfer in and to all of the assets constituting the Business, including all Intellectual Property owned by Seller, as more specifically set forth on Schedule II attached hereto; *provided, however*, that the Acquired Assets shall not include the Excluded Assets.

"Affiliate" means, with respect to any Person, a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified.

"Assignment and Assumption Agreement" means the Assignment and Assumption Agreement, substantially in the form to be attached hereto as Exhibit A at Closing, to be executed by Buyer and Seller, pursuant to which Seller assigns to Buyer, and Buyer assumes from Seller, all of the Assumed Contracts.

"Assumed Contracts" means all contracts and obligations relating to the Business and the Acquired Assets, including all contracts for purchases, sales, blending services, freight and logistics, which Assumed Contracts are set forth on Schedule III attached hereto.

"Bill of Sale" means the Bill of Sale, substantially in the form to be attached hereto as Exhibit B at Closing, to be executed by Seller in favor of Buyer, pursuant to which Seller transfers to Buyer the Acquired Assets.

"Business" means the diesel fuel additive business of Seller, including the manufacture, sale and marketing of said diesel fuel additives and diesel fuel emission reduction products and formulations.

"Business Day" shall mean any day other than a Saturday, a Sunday, or a day on which the banks in New York City are authorized or obligated by law or executive order to close.

"Clearstone" means Clearstone Energy LLC, a Delaware limited liability company.

"Contracts" means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral.

"Environmental, Health, and Safety Requirements" means all federal, state, local, and foreign statutes, regulations, and ordinances concerning public health and safety, worker health and safety, pollution, or protection of the environment, including all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal,

distribution, labeling, testing, processing, discharge, release, threatened release, control, or cleanup of any waste, substance, product or other material (whether solid, liquid, gas or mixed) which is or becomes identified, listed, published or defined as a hazardous substance, hazardous waste, hazardous material, toxic substance, radioactive material, or which is otherwise regulated or restricted under any Environmental, Health, and Safety Requirements, including petroleum, petroleum fractions, and diesel additives.

“EPA” means the U.S. Environmental Protection Agency.

“Excluded Assets” means the assets set forth on Schedule IV attached hereto.

“First Lien Lenders” means Venture Lending & Leasing IV, Inc., a Maryland corporation, and Venture Lending & Leasing V, Inc., a Maryland corporation, collectively.

“Improvement” or “Improvements” means any patented modification of a device, method, or product described in a Patent, provided such a modification, if unlicensed, would infringe one or more claims of an issued Patent.

“Intellectual Property” means, collectively, Patents, Improvements, Marks, copyrights and Technical Information.

“Knowledge” means actual knowledge without independent investigation.

“Lender Consents” means written consents pursuant to which (i) the First Lien Lenders and (ii) the Second Lien Lenders each consent to the sale and transfer of the Acquired Assets and such other transactions contemplated by this Agreement and the other Transaction Documents with respect to which any such consent is required.

“Lender Releases” means written releases executed by each of (i) the First Lien Lenders and (ii) the Second Lien Lenders, pursuant to which such parties release their respective security interests in the Acquired Assets, including applicable UCC-3 Termination Statements.

“Liability” means any debt, liability or obligation (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, or due or to become due).

“Lien” means any mortgage, pledge, lien, encumbrance, charge, or other security interest other than (a) mechanics', materialmen's, and similar liens, (b) liens for Taxes not yet due and payable or for Taxes that the taxpayer is contesting in good faith through appropriate proceedings, (c) purchase money liens and liens securing rental payments under capital lease arrangements, and (d) other liens arising in the Ordinary Course of Business and not incurred in connection with the borrowing of money.

“Mark” or “Marks” means trademarks, service marks and trade names.

“Material Adverse Effect” or “Material Adverse Change” means any effect or change that would be materially adverse to the Business; provided that none of the following shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has been, a Material Adverse Effect or Material Adverse Change: (a) any adverse



change, event, development, or effect arising from or relating to (1) general business or economic conditions, including such conditions related to the Business, (2) national or international political or social conditions, including the engagement by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States, (3) financial, banking, or securities markets (including any disruption thereof and any decline in the price of any security or any market index), (4) changes in United States generally accepted accounting principles, (5) changes in laws, rules, regulations, orders, or other binding directives issued by any governmental entity or (6) the taking of any action contemplated by this Agreement and the other agreements contemplated hereby, (b) any existing event, occurrence, or circumstance with respect to which Buyer has knowledge as of the date hereof, and (c) any adverse change in or effect on the Business that is cured by Seller before the earlier of (1) the Closing Date and (2) the date on which this Agreement is terminated pursuant to Section 10 hereof.

"Noncompetition Agreement" means the Noncompetition Agreement, substantially in the form to be attached hereto as Exhibit C at Closing, dated as of the date hereof, to be executed by the Parties and delivered at Closing.

"Note" means the Secured Promissory Note in the original principal amount of \$7,000,000, evidencing the Additional Purchase Payment payable by Buyer hereunder, substantially in the form to be attached hereto as Exhibit D at Closing, dated as of the date hereof, to be executed by Buyer in favor of Seller and delivered at Closing.

"Ordinary Course of Business" means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

"Patent" or "Patents" means issued patents, patent applications, patents to be issued pursuant thereto, applications and/or patents claiming priority thereto, and all divisions, continuations, continuations-in-part, reissues, registrations, renewals, reexaminations, substitutes, and extensions thereof.

"Permitted Encumbrances" means (a) mechanics' liens and similar liens for labor, materials, or supplies provided with respect to the Acquired Assets incurred in the Ordinary Course of Business for amounts that are (i) not delinquent and that would not, in the aggregate, have a Material Adverse Effect or (ii) being contested by appropriate proceedings; or (b) liens for Taxes not yet due and payable or for Taxes that the taxpayer is contesting in good faith through appropriate proceedings.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, any other business entity, or a governmental entity (or any department, agency, or political subdivision thereof).

"Post-Closing Tax Period" means any tax period beginning after the Closing Date and, with respect to any tax period beginning on or before the Closing Date and ending after the Closing Date, the portion of such period beginning after the Closing Date.

"Pre-Closing Tax Obligations" means any Taxes due and payable that are allocable to any Pre-Closing Tax Period pursuant to Section 7(d).

"Pre-Closing Tax Period" means any tax period ending on or before the Closing Date and, with respect to any tax period beginning on or before the Closing Date and ending after the Closing Date, the portion of such period ending on and including the Closing Date.

"Responsible Officer" means Michael Katz, President.

"Second Lien Lenders" means SVP and Clearstone, together.

"Security Agreement" means the Security Agreement substantially in the form to be attached hereto as Exhibit E at Closing, securing the Note, dated as of the date hereof, to be executed by Buyer in favor of Seller and delivered at Closing.

"Seller Stockholder" means any Person who or that holds any share or warrants or options for any share of the stock of Seller.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association, or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof or (ii) if a limited liability company, partnership, association, or other business entity (other than a corporation), a majority of the partnership or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof and for this purpose, a Person or Persons own a majority ownership interest in such a business entity (other than a corporation) if such Person or Persons shall be allocated a majority of such business entity's gains or losses or shall be or control any managing director or general partner of such business entity (other than a corporation). The term "Subsidiary" shall include all Subsidiaries of such Subsidiary.

"SVP" means Sail Venture Partners, LLC, a Delaware limited liability company.

"Tax" or "Taxes" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Internal Revenue Code of 1986, as amended), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, when computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalty, or addition thereto, whether disputed or not.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Technical Information" means any unpublished research and development information, unpatented inventions, know-how, trade secrets and technical data necessary or desirable to conduct the Business in all material respects in the manner in which, and to the extent to which, it is currently being conducted.

"Transaction Documents" means this Agreement, the Assignment and Assumption Agreement, the Bill of Sale, the Note, the Security Agreement, the Noncompetition Agreement and each other agreement or instrument contemplated to be executed and delivered by one or more of the Parties pursuant hereto.

"United States" shall mean the United States of America.

## Schedule II

### Acquired Assets

The following assets of Seller and its Subsidiaries shall be sold and assigned to Buyer hereunder (all of the following are referred to collectively as the "Acquired Assets");

1. All operations, property, and other assets related to the Business, including TxLED and the California Air Resources Board business, raw materials, work in process and inventory;
2. all rights of Seller and/or its Subsidiaries under the Assumed Contracts to which it is a party or to which any of the Acquired Assets are subject;
3. tangible personal property of Seller, including equipment located at the Pasadena, Texas blending facility, and other tangible personal property of Seller used in the Business, such as machinery, equipment, fixtures, supplies, computers and computer software (subject to the terms of any lease or license agreement in effect with respect to the foregoing);
4. all Intellectual Property owned by Seller;
5. the Working Capital Account, including any accounts receivable relating thereto outstanding as of the Closing Date;
6. Seller's interest in all leasehold improvements in premises occupied by Seller and used in the operation of the Business;
7. All files, books, records, manuals, data, reports, documents and other information and materials (in any form or medium) relating to the Business (other than those excluded under Schedule IV); and
8. all rights of Seller under or pursuant to any warranties (express or implied), representations or guarantees provided by third parties relating to any of the other Acquired Assets.

Schedule 4(f)

**Intellectual Property**

**A. Patents and Patent Applications**

Domestic Patents

OEI Ref.	Filing Date	Serial No.	Patent/Publication No.	Description
009C1 (or B)	2/26/2002	10/084838	6,638,324 (issued 10/26/2003)	Organic Cetane Improver
009CP1	6/12/2002	10/171,507	7,029,505 (issued 4/18/2006)	Organic Cetane Improver
022A	2/26/2002	10/084,237	US 7,220,269 Issued on 5-22-07	Method and Composition for Using Organic, Plant-derived, Oil Extracted Materials in Diesel Fuel Additives for Reduced Emissions
013A	2/26/2002	10/084,602	US 7,144,433 Issued on 12-05-06	Method and Composition for Using Organic, Plant-Derived, Oil-Extracted Materials in Fossil Fuels for Reduced Emissions
024A	2/26/2002	10/084,601	US 7,160,339 Issued on 1-9-07	Method and Composition for Using Organic, Plant-Derived, Oil-Extracted Materials in Gasoline Additives for Reduced Emissions
026A	2/26/2002	10/084,579	US 7,141,083 Issued on 2-8-06	Method and Composition for Using Organic, Plant-Derived, Oil-Extracted Materials in Residual Fuel Additives for Reduced Emissions
028A	2/26/2002	10/084833	US 7,144,435 Issued on 12-5-06	Method and Composition for Using Organic, Plant-Derived, Oil-Extracted Materials in Two-Cycle Oil Additives for Reduced Emissions
029A	2/26/2002	10/084,236	US 7,160,338 issued on 1-9-07	Method and Composition for Using Organic, Plant-Derived, Oil-Extracted Materials in Jet Fuels for Reduced Emissions
030A	2/26/2002	10/084,831	US 7,144,434 Issued on 12-5-06	Method and Composition for Using Organic, Plant-Derived, Oil-Extracted Materials in Coal-Based Fuels for Reduced Emissions
BJ1			US 6,193,766 Issued on 2/27/01	Alfalfa extract fuel additive for reducing pollutant emissions
BJ2	9/23/1996	08/717644	US 5,826,569 Issued on 10/27/98	Chlorophyll based fuel additive for reducing pollutant emissions
032	4/6/10	10/877,704	US 7,891,158	Novel Hydrocarbon

Domestic Patents Pending

OEI Ref.	Filing Date	Serial No.	Patent/Publication No.	Description
031VPC	12/10/04	10/517,901	2005-0150662 A1 (Published 7/28/2005)	Method and Composition for Using Stabilized Beta-Carotene as Cetane Improver in Hydrocarbonaceous Fuels for Reduced Emissions
032	12/23/2005	11/317,111	2005-0098165 A1 (Published on 5/11/2006)	Novel Hydrocarbon Fuel Additives and Fuel Formulations Exhibiting Improved Combustion Properties
033	1/27/2006	11/341,294	2006-0201056 A1 (Published 9/14/2006)	Biodiesel Fuel Additive
034	Prov'l U.S Appl. filed 12/21/2005 Converted 12/21/06	60/753,318 12/158,671	2009-0165365 A1 (Published 07/02/09)	Residual Fuel Additive

#### Foreign Patents

Product	Country	Filing Date	Patent No.
Cetane I	Australia	04/12/01	2001257607 (Issued 3/4/06)
Cetane I	China	4/12/01	ZL01608022.7 (Issued 8/17/05)
Cetane I	Mexico		245,128 (Issued 4/19/07)
Cetane I	S. Africa	4/14/00	2002/9245 (Issued on 11/26/03)
Fossil Fuels	India		271,620 (Issued 3/27/08, addition 8/12/08)
Fossil Fuels	Mexico		
Stabilized Beta Carotene	Mexico	6/10/03	2004/012633 (Issued 5/19/08)

#### Foreign Patents Pending

Product	Country	Filing Date	Application No.
Stabilized Beta Carotene	Brazil	5/9/2005	P10311775-8
Stabilized Beta Carotene	Japan	06/10/2003	2004-511421
Stabilized Beta Carotene	European Patent Office	6/10/2003	3736989.9
Stabilized Beta Carotene	China	6/10/03	2003818605.5
Stabilized Beta Carotene	China	5/22/06	200610084432
Novel Hydrocarbon	China		200460017781.X

Novel Hydrocarbon	Japan		2006-518623
Novel Hydrocarbon	Korea		10-2005-7024939
Novel Hydrocarbon	Mexico		PA/A/2005/014069
Novel Hydrocarbon	European Patent Office		04756041.2
Biodiesel	Australia	01/26/07	2007210072
Biodiesel	Canada	01/26/07	2640333
Biodiesel	Malaysia	01/26/07	P120082764
Biodiesel	China	01/26/07	200780009689.2
Biodiesel	Korea	01/26/07	10-2008-7020733
Biodiesel	Mexico	01/26/07	MX/a/2008/009601
Biodiesel	European Patent Office	01/26/07	0776803.0
Resid II	Canada	12/21/06	2634733
Resid II	China	12/21/05	200680053187.5
Resid II	Japan	12/21/05	2008-547633
Resid II	Korea	12/21/05	10-2008-7017763
Resid II	Malaysia	12/21/05	P120082214
Resid II	Mexico	12/21/05	MX/a/2008/008128
Resid II	Brazil	12/21/06	P10620432-5
Resid II	European Patent Office	12/21/06	6846019.5

## B. Trademarks

Seller currently utilizes the following names that have not been registered with the US Patent and Trademark office.

ORYXE Energy International, Inc.  
 Oryxe-energy.com  
 ORYXE LED (Low-Emission Diesel)  
 ORYXE LED for Biodiesel  
 ORYXE BDT (Biodiesel Technology)  
 ORYXE RCD (Reformulated California Diesel)  
 ORYXE RFT (Residual Fuel Technology)  
 ORYXE CLT (Coal Technology)

ORYXE MBT (Marine Bunker Technology)  
ORYXE GLT (Gasoline Technology)  
ORYXE JFT (Jet Fuel Technology)  
ORYXE TSE (Two-Stroke Engine)  
ORYXE CNI (Cetane Number Improver)

**C. Copyrights**

None.

**D. Certifications**

All TCEQ Certifications including those for ORYXE LED+ 5510 TxLED Additive and Pending TCEQ Certification for ORYXE LED+ 6610 TxLED Additive.