

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551598

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Biocleave Limited	FORMERLY Green Biologics Limited	11/13/2019	Private Limited Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	Greenflame Products, LLC		
Street Address:	870 Bluff Circle		
City:	Mendota Heights		
State/Country:	MINNESOTA		
Postal Code:	55118		
Entity Type:	Limited Liability Company: MINNESOTA		
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:	614-465-5465		
Email:	trademarks@keglerbrown.com		
Correspondent Name:	Kegler Brown - JJN/S*B		
Address Line 1:	65 East State Street		
Address Line 2:	Suite 1800		
Address Line 4:	Columbus, OHIO 43215		
NAME OF SUBMITTER:	Jeffrey Nein, Ohio Bar Member		
SIGNATURE:	/JJN/		
DATE SIGNED:	12/03/2019		
Total Attachments: 5			
source=2019.11.13 TM Assignment Biocleave GBL to Greenflame Products#page1.tif			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "IP Assignment"), dated as of November 13, 2019, is made by BIOCLEAVE LIMITED (f/k/a GREEN BIOLOGICS LIMITED) (company number 04358718) a private limited company incorporated in England and Wales whose registered office is at 15AAN Brook Drive, Milton Park, Abingdon, Oxfordshire, OX14 4SD ("GBL"), in favor of GREENFLAME PRODUCTS, LLC ("Greenflame"), a Minnesota limited liability company, located at 870 Bluff Circle, Mendota Heights, MN 55118.

WHEREAS, Greenflame 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 GBL, pursuant to which Greenflame sold certain intellectual property ("Greenflame IP") to GBI. Pursuant to that certain intellectual property assignment agreement dated as of June 28, 2016 between GBL and GBI, GBI transferred all of the Greenflame IP to GBL.

WHEREAS, GBL wishes to transfer the Greenflame IP back to Greenflame, and accordingly the parties are executing and delivering this Intellectual Property 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, GBL hereby irrevocably conveys, transfers and assigns to Greenflame, and Greenflame hereby accepts, all of GBL's right, title and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, results of any post grant review or inter-partes review, reexaminations and renewals thereof (the "Patents");

(b) the registered and unregistered trademarks and trademark applications set forth on Schedule 1 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 1 hereto, the transfer of such applications accompanies, pursuant to the IP Purchase Agreement, the transfer of GBL'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 1, whether or not incorporating GBL's trademarks, service marks or other proprietary indicia of goods and services of GBL, registered to GBL in any generic top level domain by any authorized private registrar or governmental authority (the "Domain Names");

(d) all rights of any kind whatsoever of GBL 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 GBL), 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.** GBL 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 Greenflame. Following the date hereof, upon Greenflame's reasonable request GBL and GBI shall take such steps and actions, and provide such cooperation and assistance to Greenflame 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 Greenflame, or any assignee or successor thereto.

3. **Representations and Warranties, and Covenants.** GBL hereby represents and warrants, and covenants to Greenflame as follows:

(a) GBL has good title to, and owns outright, the Assigned IP free and clear of any liens, encumbrances, security interests, charges, restrictions, options or claims of any kind ("Liens"), and the assignment of the Assigned IP to Greenflame under this IP Assignment vests in Greenflame good and valid title thereto, free and clear of any Liens.

(b) If at any time after the date of this IP Assignment any further actions are necessary or desirable to carry out the purposes of this IP Assignment, GBL and the proper officers, directors and shareholder/owners of GBL (the "GBL Parties") shall promptly execute any documents and take any reasonable actions necessary to vest title in Greenflame and its successors and assigns to the Assigned IP. To the extent that the GBL Parties refuse or are unable to take any such actions as set forth in this IP Assignment, the GBL Parties both individually and collectively hereby grant Greenflame, and its successors, assigns and legal representatives the power to act as the GBL Parties', both individually and collectively, attorney in fact to take such actions, including, but not limited to, signing documents and filing them with applicable authorities, as if one or more of the GBL Parties had performed such actions and signed such documents themselves.

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 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:

BIOCLEAVE LIMITED
(f/k/a GREEN BIOLOGICS LIMITED)

Signature: [Handwritten Signature]

Printed name: Sean Sutcliffe

Title: Director

Date: 13 Nov 2013

GREENFLAME PRODUCTS, LLC

Signature: _____

Printed name: _____

Title: _____

Date: _____

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

Signature: [Handwritten Signature]

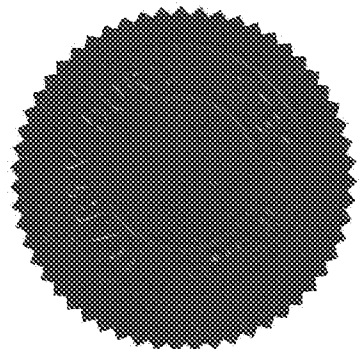
Printed name: MICHAEL BURN

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

Signature: _____

Printed name: _____

Martin James Henry Burn, Notary Public
7200 The Quorum,
Oxford Business Park North, Oxford, OX4 2JZ
01865487136 merrylburn@oxemplaw.co.uk



any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

SIGNED, SEALED AND DELIVERED by:

BIOCLEAVE LIMITED
(f/k/a GREEN BIOLOGICS LIMITED)

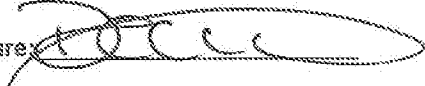
Signature: _____

Printed name: Sean Sutcliffe

Title: Director

Date: _____

GREENFLAME PRODUCTS, LLC

Signature: 

Printed name: David E. Mae

Title: President

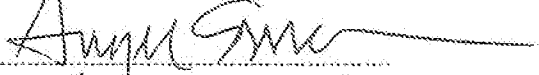
Date: 11/11/2019

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

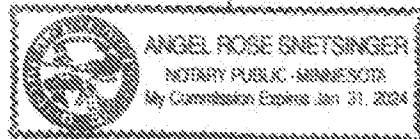
Signature: _____

Printed name: _____

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

Signature: 

Printed name: Angel Snetsinger



I, Angel Snetsinger

certify that David E. Mae

provided proper identification and signed

before me on 11/11/2019

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.com

greenflame.info

TRADEMARK