

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM683134

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/01/2021
RESUBMIT DOCUMENT ID:	900647748

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Flint Hills Resources, LP		08/06/2021	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	POET Grain (Octane), LLC
Trading As:	TA f/k/a Flint Hills Resources Grain, LLC
Street Address:	4615 N. Lewis Avenue
City:	Sioux Falls
State/Country:	SOUTH DAKOTA
Postal Code:	57104
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5612537	NEXPRO
Registration Number:	5612628	N NEXPRO

CORRESPONDENCE DATA

Fax Number: 8164121263
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.

Phone: 8168428600
Email: trademark.mpl@stinson.com
Correspondent Name: Stinson LLP
Address Line 1: 50 South 6th Street, Ste 2600
Address Line 2: Cynthia Maust, Paralegal
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	2063482.0274
NAME OF SUBMITTER:	Cynthia Maust
SIGNATURE:	/Cynthia Maust/
DATE SIGNED:	10/22/2021

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This nunc pro tunc Trademark Assignment, effective as of June 1, 2021 ("Effective Date"), by and between Flint Hills Resources, LP, a Delaware limited partnership, located at 4111 E. 37th Street North, Wichita Kansas 67201 ("Assignor"), and POET Grain (Octane), LLC, a Delaware limited liability company f/k/a/ Flint Hills Resources Grain, LLC, having a place of business at 4615 N. Lewis Avenue, Sioux Falls South Dakota 57104 ("Assignee").

A. On the Effective Date, Assignor owned the trademarks set forth on Schedule A attached hereto (the "Marks") including all applications and registrations for the Marks;

B. Both Assignor and Assignee (collectively, "Parties," individually "Party") entered into an Assignment and Assumption Agreement ("Agreement") dated June 1, 2021, among certain other parties. As part of that Agreement, the Parties transferred ownership of certain assets, including the Marks.

C. This Assignment is to document further the Parties' desire to transfer ownership of the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Assignor hereby assigns, transfers, and conveys to Assignee all rights, title, and interest in and to the Marks, and any applications and registrations reflecting the Marks, together with the goodwill of the business associated with the use of and symbolized by the Marks, to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor if this Assignment had not been executed. Assignor further assigns, transfers, and conveys to Assignee the entire right, title, and interest in and to any and all causes of action and rights of recovery for past infringement of the Marks.

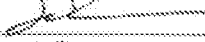
2. Assignor covenants and agrees to reasonably cooperate with Assignee so that Assignee may enjoy to the fullest extent the rights, title, and interest herein conveyed. Such cooperation shall include prompt execution of all papers prepared at the expense of Assignee which are deemed necessary or desirable by Assignee to perfect in it the rights, title, and interest conveyed in this Assignment.

3. Assignor warrants and represents that it has not entered into any assignments, contracts, or other understandings with third parties that would conflict with the rights granted in this Assignment.

4. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns, and legal representatives, and shall be binding upon Assignor, its successors, assigns, and other legal representatives.

5. This is a nunc pro tunc assignment and shall be considered to have been made as of June 1, 2021.

Flint Hills Resources, LP

By: 

Name: Sam Gunn

Title: Authorized Signatory

Date: 8/6/2021

POET Grain (Octane), LLC

By: 

Name: Jeff Latt

Title: President & COO

Date: 8/9/2021

SCHEDULE A
TO TRADEMARK ASSIGNMENT BETWEEN
Flint Hills Resources, LP
and
POET Grain (Octane), LLC, f/k/a/ Flint Hills Resources Grain, LLC

Trademark	Country	Filing Date	Filing Number	Registration Date	Registration Number
NEXPRO	Australia	09 Jan 2017	1860213	24 Nov 2017	1356962 / 1860213
NEXPRO	Bangladesh	15 Jan 2017	206573		
NEXPRO	Bangladesh	15 Jan 2017	206574	21 Mar 2021	206574
NEXPRO	Bangladesh	15 Jan 2017	912158646	09 Oct 2018	912158646
NEXPRO	Brazil	12 Jan 2017	912158689	09 Oct 2018	912158689
NEXPRO	Canada	12 Jan 2017	1817917	12 Nov 2019	TMA1062720
NEXPRO	Chile	12 Jan 2017	1237789	07 Mar 2018	1271001
NEXPRO	China	23 Jan 2017	22719581	21 Feb 2018	22719581
NEXPRO	China	23 Jan 2017	22719580	21 Feb 2018	22719580
NEXPRO	China	23 Jan 2017	22719775	21 Apr 2018	22719775
NEXPRO	China	23 Jan 2017	22719774	21 Feb 2018	22719774
NEXPRO	Ecuador	17 Jan 2017	IEPI20173212 2017-3212	17 Nov 2020	SENADI 202 0 TI 29491
NEXPRO	Ecuador	17 Jan 2017	IEPI2017RS10 730 2017-3214	07 Aug 2017	7424 SENADI 201 8 TI 7424
NEXPRO	Egypt	09 Jan 2017	1356962	09 Jan 2017	1356962
NEXPRO	European Union	09 Jan 2017	1356962	09 Jan 2017	1356962
NEXPRO	India	09 Jan 2017	1356962 3597708	09 Jan 2017	1356962
NEXPRO	Indonesia	03 Feb 2017	D0020170056 29	19 Apr 2018	IDM00061403 0
NEXPRO	Indonesia	03 Feb 2017	D0020170056 31	18 May 2020	IDM00073837 6
NEXPRO	International Procedure	09 Jan 2017	1356962	09 Jan 2017	1356962
NEXPRO	Japan	09 Jan 2017	1356962	09 Jan 2017	1356962
NEXPRO	Malaysia	12 Jan 2017	2017050633	09 Jan 2017	2017050633
NEXPRO	Malaysia	12 Jan 2017	2017050636	09 Jan 2017	2017050636
NEXPRO	Mexico	09 Jan 2017	1356962	09 Jan 2017	1356962 / 1978354 1356962 / 1897514
NEXPRO	Norway	09 Jan 2017	1356962	09 Jan 2017	1356962
NEXPRO	Philippines	16 Jul 2020	1356962	01 Nov 2020	1356962
NEXPRO	South Korea / Republic of Korea	09 Jan 2017	1356962	09 Jan 2017	1356962
NEXPRO	Taiwan	12 Jan 2017	106002124	16 Sep 2017	01870035
NEXPRO	Thailand	18 Jan 2017	170101611	18 Jan 2017 27 Dec 2019	191124454
NEXPRO	Thailand	18 Jan 2017	170101612	18 Jan 2027 27 Dec 2019	191124417
NEXPRO	Turkey	09 Jan 2017	1356962	09 Jan 2017	1356962
NEXPRO	United States Of America	09 Jan 2017	87293716	20 Nov 2018	5612537

Trademark	Country	Filing Date	Filing Number	Registration Date	Registration Number
NEXPRO	United States Of America	01 Mar 2017	87353926	20 Nov 2018	5612628
NEXPRO	Vietnam	09 Jan 2017	1356962	09 Jan 2017	1356962
NEXPRO	United Kingdom	09 Jan 2017	1356962	09 Jan 2017	UK00801356962