

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2763214

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FILTREXX INTERNATIONAL, LLC	03/07/2014
RECEIVING PARTY DATA	
Name:	CONWED PLASTICS ACQUISITION COMPANY V LLC
Street Address:	2810 WEEKS AVENUE SE
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55414
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	10208631
Application Number:	11804163
Application Number:	10519637
Application Number:	11879316
Application Number:	13892634
Application Number:	12103822
Application Number:	13742754
Application Number:	13751309
CORRESPONDENCE DATA	
Fax Number:	(602)382-6070
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	602-382-6572
Email:	enielsen@swlaw.com
Correspondent Name:	SNELL & WILMER L.L.P. ERIC NIELSEN
Address Line 1:	400 E. VAN BUREN STREET
Address Line 2:	ONE ARIZONA CENTER
Address Line 4:	PHOENIX, ARIZONA 85004
ATTORNEY DOCKET NUMBER:	65654.00001
NAME OF SUBMITTER:	ERIC NIELSEN
SIGNATURE:	/Eric Nielsen/

PATENT

DATE SIGNED:	03/11/2014
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Total Attachments: 9

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is entered into as of March 7, 2014, by and between Filtrexx International, LLC, an Ohio limited liability company, and Rodney Tyler (collectively, "Assignor"), and Conwed Plastics Acquisition Company V LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used herein without definition shall have the respective meanings set forth in the Asset Purchase Agreement (as defined below).

RECITALS

A. Assignee and the Assignor are parties to that certain Asset Purchase Agreement dated as of even date herewith (the "Asset Purchase Agreement"), pursuant to which the Assignee agreed to purchase from the Assignor, and the Assignor agreed to sell to the Assignee, on the terms and subject to the conditions set forth in the Asset Purchase Agreement, the Purchased Assets; and

B. The Purchased Assets include, but are not limited to, the Intellectual Property Assets set forth on Exhibit A attached hereto, which the Assignor desires to transfer to the Assignee and the Assignee desires to accept from the Assignor, subject to the terms and conditions of this Assignment.

AGREEMENT

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the Assignor and the Assignee hereby agree as follows:

1. Assignment. Effective as of the date hereof, the Assignor hereby assigns and transfers to the Assignee all of the Assignor's rights, title and interest in the Intellectual Property Assets and the goodwill associated therewith free and clear of any and all Liens, with such assignment to include all of the Assignor's rights to (a) sue for infringement with respect to the Intellectual Property Assets, whether arising prior to or subsequent to the date of this Assignment, and (b) any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States or in any other jurisdiction, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.

2. Further Assurance. The Assignor agrees that at any time and from time to time, upon the written request of the Assignee, the Assignor shall promptly and duly execute and deliver any and all such further instruments and documents and take such further actions as the Assignee may reasonably request in order to obtain the full benefit of this Assignment and of the rights and powers granted hereby, and do so without further remuneration.


3. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Minnesota.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

"ASSIGNOR":

FILTREXX INTERNATIONAL, LLC,
an Ohio limited liability company

By: 
Name: Rodney W. Tyler
Title: President



Rodney W. Tyler

"ASSIGNEE":

CONWED PLASTICS ACQUISITION COMPANY V LLC,
a Delaware limited liability company

By: 
Name: Chris Hatzenbuehler
Title: President

Signature Page to Assignment of Intellectual Property

EXHIBIT A

Intellectual Property Assets

TABLE 1 – Trademark Registrations and Applications


Country	Serial No.	Filing Date	Registration No.	Mark	Status
United States	77/499,855	06/16/2008	3,768,357	BACTOLOXX	Registered
United States	77/589,499	10/09/2008	3,753,063	BECAUSE NATURE CAN DO WHAT MAN CANNOT	Registered
United States	77/589,461	10/09/2008	3,755,680	[Design] 	Registered
United States	86/012,811	07/17/2013	N/A	DIAMONDSOXX	Pending
United States	85/337,303	06/03/2011	4,155,589	DURASOXX	Registered
United States	86/111,447	11/06/2013	N/A	EARTHBOXX	Pending
United States	77/119,252	03/01/2007	3,761,524	ENVIROSOXX	Registered
United States	76/287,019	07/16/2001	2,900,166	FILTREXX	Registered
Canada	1,115,771	09/14/2001	TMA 643,566	FILTREXX	Registered
United States	85/550,976	02/23/2012	4,388,946	FLEXXTUBE	Registered
United States	77/686,172	03/09/2009	3,794,500	GARDENSOXX	Registered
United States	86/111,456	11/06/2013	N/A	GREENBOXX	Pending
United States	77/455,452	04/23/2008	3,764,027	GREENLOXX	Registered
United States	77/295,178	10/03/2007	3,742,840	GROEXX	Registered

TABLE 1 – Trademark Registrations and Applications

Country	Serial No.	Filing Date	Registration No.	Mark	Status
United States	77/305,680	10/17/2007	3,745,089	GROSOXX	Registered
United States	85/962,642	06/18/2013	N/A	IN COMPLIANCE WITH NATURE	Pending
United States	77/589,512	10/09/2008	3,753,064	LET NATURE DO IT	Registered
United States	77/499,888	06/16/2008	3,764,202	METALLOXX	Registered
United States	77/205,702	06/14/2007	3,758,002	MIMIC NATURE	Registered
United States	77/498,886	06/16/2008	3,764,201	NUTRILOXX	Registered
United States	77/499,862	06/16/2008	3,764,200	PETROLOXX	Registered
United States	85/872,321	03/11/2013	4,482,550	SOILSOXX	Registered
United States	85/700,573	08/10/2012	4,475,808	TERPMAT	Registered
United States	85/971,347	06/27/2013	N/A	TRINITY	Pending

TABLE 2 – Patents and Patent Applications

Country	Application No.	Filing Date	Patent No.	Title	Status
United States	10/208,631	07/29/2002	7,226,240	DEVICES, SYSTEMS, AND METHODS FOR CONTROLLING EROSION	Issued
United States	11/804,163	05/17/2007	N/A	DEVICES, SYSTEMS, AND METHODS FOR CONTROLLING EROSION	Pending
United States	10/519,637	12/28/2004	7,452,165	CONTAINMENT SYSTEMS, METHODS, AND DEVICES	Issued

Country	Application No.	Filing Date	Patent No.	Title	Status
United States	11/879,316	07/17/2007	8,439,607	CONTAINMENT SYSTEMS, METHODS, AND DEVICES	Issued
United States	13/892,634	05/13/2013	N/A	CONTAINMENT SYSTEMS, METHODS, AND DEVICES	Pending
United States	12/103,822		N/A	“GREENLOXX”	Pending
United States	13/742,754		N/A	“GREENLOXX CON”	Pending
United States	13/751,309		N/A	“EZ FILLER”	Pending

Domain	Registrant (* to be transferred to Assignor prior to, or upon execution of the Asset Purchase Agreement)	Expiration
<u>bactoloxx.com</u>	ROD TYLER	12/4/2014
<u>biosoxx.com</u>	ROD TYLER	11/23/2014
<u>compositfiltersocks.com</u>	ROD TYLER	6/1/2014
<u>compositfiltersocks.net</u>	ROD TYLER	6/1/2014
<u>compositfiltersoxx.com</u>	ROD TYLER	6/1/2014
<u>compositfiltersoxx.net</u>	ROD TYLER	6/1/2014
<u>compositsocks.com</u>	ROD TYLER	1/25/2015
<u>compositsoxx.com</u>	ROD TYLER	1/25/2015
<u>durasoxx.com</u>	ROD TYLER	11/23/2014
<u>ecosox.com</u>	ROD TYLER	6/22/2014
<u>ecosox.net</u>	ROD TYLER	1/28/2015
<u>envirosocks.com</u>	ROD TYLER	2/28/2015
<u>envirosoxx.com</u>	ROD TYLER	2/28/2015

TABLE 3 – Domain Names		
Domain	Registrant (* to be transferred to Assignor prior to, or upon execution of the Asset Purchase Agreement)	Expiration
envirosoxx.net	ROD TYLER	2/28/2015
erosioncontrolnetting.com	ROD TYLER	3/28/2015
erosioncontrolsoxx.com	ROD TYLER	2/19/2015
erosioninspector.com	ROD TYLER	6/29/2014
erosionsocks.com	ROD TYLER	1/25/2015
filterbale.com	ROD TYLER	10/5/2014
filtrexx.com	FILTREXX INTERNATIONAL	06/26/2014
filtrexx.net	ROD TYLER	01/11/2015
filtrexx.org	ROD TYLER	01/11/2015
filtrexxarklatex.com	ROD TYLER	10/31/2014
filtrexxatlanta.com	ROD TYLER	08/10/2014
filtrexxatlanta.net	ROD TYLER	08/10/2014
filtrexxcalifornia.com	ROD TYLER	08/10/2014
filtrexxcalifornia.net	ROD TYLER	08/10/2014
filtrexxdesignmanual.com	ROD TYLER	10/04/2014
filtrexxeasterncarolina.com	ROD TYLER	08/10/2014
filtrexxfoundation.com	ROD TYLER	01/11/2015
filtrexxfoundation.net	ROD TYLER	01/11/2015
filtrexxfoundation.org	ROD TYLER	01/11/2015
filtrexxgeorgia.com	ROD TYLER	08/10/2014
filtrexxgeorgia.net	ROD TYLER	08/10/2014
filtrexxinlandempire.com	ROD TYLER	07/31/2014
filtrexxiowa.com	ROD TYLER	12/27/2014
filtrexxiowa.net	ROD TYLER	12/27/2014
filtrexxlibrary.com	ROD TYLER	01/24/2015
filtrexxlouisiana.com	ROD TYLER	08/22/2014

TABLE 3 – Domain Names

Domain	Registrant (* to be transferred to Assignor prior to, or upon execution of the Asset Purchase Agreement)	Expiration
<u>filtrxxmonterey.com</u>	ROD TYLER	10/31/2014
<u>filtrxxnashville.com</u>	ROD TYLER	08/10/2014
<u>filtrxxnashville.net</u>	ROD TYLER	08/10/2014
<u>filtrxxnewmexico.com</u>	ROD TYLER	12/27/2014
<u>filtrxxnewmexico.net</u>	ROD TYLER	12/27/2014
<u>filtrxxsiliconvalley.com</u>	ROD TYLER	10/31/2014
<u>filtrxxsouthcarolina.com</u>	ROD TYLER	12/27/2014
<u>filtrxxsouthcarolina.net</u>	ROD TYLER	12/27/2014
<u>filtrxxtennessee.com</u>	ROD TYLER	10/16/2014
<u>filtrxxtennessee.net</u>	ROD TYLER	10/16/2014
<u>filtrxxtexas.com</u>	ROD TYLER	08/22/2014
<u>gardensoxx.com</u>	ROD TYLER	12/4/2014
<u>groxx.com</u>	ROD TYLER	6/22/2014
<u>grosoxx.com</u>	ROD TYLER	6/22/2014
<u>lowimpactdesignmanual.ca</u>	ROD TYLER	7/27/2014
<u>lowimpactdesignmanual.com</u>	ROD TYLER	7/27/2014
<u>lowimpactdesignmanual.net</u>	ROD TYLER	7/27/2014
<u>lowimpactdesignmanual.org</u>	ROD TYLER	7/27/2014
<u>metalloxx.com</u>	ROD TYLER	6/2/2014
<u>mimic-nature.com</u>	ROD TYLER	11/20/2014
<u>nitroloxx.com</u>	ROD TYLER	12/4/2014
<u>nutriloxx.com</u>	ROD TYLER	6/2/2014
<u>petroloxx.com</u>	ROD TYLER	6/2/2014
<u>phosloxx.com</u>	ROD TYLER	6/2/2014
<u>siltsoxx.com</u>	ROD TYLER	11/24/2014
<u>siltsoxx.net</u>	ROD TYLER	11/24/2014

TABLE 3 – Domain Names

Domain	Registrant (* to be transferred to Assignor prior to, or upon execution of the Asset Purchase Agreement)	Expiration
stormwaterinspections.ca	ROD TYLER	8/6/2014
terpmat.com	ROD TYLER	8/10/2014
terpmat.net	ROD TYLER	8/10/2014
terpmat.org	ROD TYLER	8/10/2014