

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM359500

<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>
Cabot Compliance LLC		06/22/2015	LIMITED LIABILITY COMPANY: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILO (BVI) LIMITED		
<b>Street Address:</b>	261 Whirlwind Drive		
<b>City:</b>	George Town		
<b>State/Country:</b>	CAYMAN ISLANDS		
<b>Postal Code:</b>	KY1-1003		
<b>Entity Type:</b>	COMPANY: VIRGIN ISLANDS, BRITISH		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86081314	SILO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3032924510		
<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>Phone:</b>	3032922900		
<b>Email:</b>	charles.luce@moyewhite.com		
<b>Correspondent Name:</b>	Charles F. Luce, Jr.		
<b>Address Line 1:</b>	1400 16th Street		
<b>Address Line 2:</b>	16 Market Square, 6th Floor		
<b>Address Line 4:</b>	Denver, COLORADO 80202-1486		
<b>ATTORNEY DOCKET NUMBER:</b>	12274-00002		
<b>NAME OF SUBMITTER:</b>	Charles F. Luce, Jr.		
<b>SIGNATURE:</b>	/Charles F. Luce, Jr./		
<b>DATE SIGNED:</b>	10/21/2015		
<b>Total Attachments: 4</b>			
source=2015-06-22 Assignment of Marks Cabot to Silo#page1.tif			
source=2015-06-22 Assignment of Marks Cabot to Silo#page2.tif			
source=2015-06-22 Assignment of Marks Cabot to Silo#page3.tif			

CH \$40.00 86081314



## BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made on June 22, 2015 ("Effective Date"), by and between CABOT COMPLIANCE LLC, a Colorado limited liability company ("Assignor"), and SILO (BVI) LIMITED, a British Virgin Islands company ("Assignee").

### RECITALS

**WHEREAS**, Assignor is or was the applicant for the Marks (as defined below) relating to Assignor's business;

**WHEREAS**, Assignor is in the process of winding-up and dissolving pursuant to that certain Unanimous Agreement to Dissolve, Wind Up and Terminate Cabot Compliance LLC, a Colorado limited liability company of even date herewith;

**WHEREAS**, Assignee is the successor to the ongoing and existing business of Assignor to which the Marks pertain;

**WHEREAS**, Assignee wishes to purchase and acquire from Assignor, and Assignor wishes to transfer and assign to Assignee, all of Assignor's right, title and interest in and to the Marks; and

**WHEREAS**, Assignee wishes to acquire and assume from Assignor, and Assignor wishes to transfer and assign to Assignee, all of Assignor's duties and obligations for certain Assumed Liabilities (as defined below) relating to the Marks.

**NOW, THEREFORE**, in consideration of the premises, covenants and agreements set forth in this Assignment, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### AGREEMENT

1. Marks. "Marks" means the trademarks, service marks, trade names, trade dress, logos, corporate names and other source or business identifiers, in word mark, stylized or design format, that are the subject of the registrations and applications listed on Exhibit "A" attached hereto and incorporated herein by this reference.

2. Assignment of Marks. Assignor hereby directly assigns, transfers, sells and conveys to Assignee all of its rights, title and interest throughout the world in and to the Marks, and the registrations and applications relating thereto, together with the goodwill associated with and symbolized by the Marks, and all rights, claims and privileges pertaining to the Marks, including, without limitation, the right to prosecute and maintain registrations and applications for any of the Marks, and the right to sue and recover damages for past, present and future infringement of any of the Marks.

3. Assignment and Assumption of Liabilities. Upon the terms and subject to the conditions of this Assignment, Assignor hereby transfers and assigns to Assignee all of Assignor's duties and obligations for all liabilities resulting from or arising in connection with the ownership and/or transfer and assignment of the Marks, including any and all accrued but unpaid trademark prosecution fees and any and all tax liabilities resulting from such transfer (collectively, the "Assumed Liabilities"), and Assignee hereby accepts, assumes and agrees to promptly satisfy or discharge all of the Assumed Liabilities.

4. No Other Liabilities or Obligations Assumed. Except for the matters specifically assigned to Assignee and assumed as set forth in Section 3 above, Assignee shall not and does not assume any debts, claims, obligations, damages, penalties, costs, expenses or other liabilities of any kind or nature whatsoever (whether known or unknown and whether absolute, accrued, contingent, unmatured, unaccrued, unliquidated, unasserted, conditional or otherwise) resulting from or arising in connection with the operation of Assignor's business.

5. Cash Consideration. In addition to the consideration described above, Assignee shall pay to Assignor, the sum of \$200.00 in cash or other immediately available funds, as payment in full for the Marks upon the terms and conditions of this Assignment.

6. Further Assurances. Assignor agrees to execute and deliver, at the request of Assignee, all papers, instruments and assignments, and to perform any other reasonable acts Assignee may require, in order to vest in Assignee all of Assignor's right, title and interest in and to the Marks.

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

8. Governing Law and Dispute Resolution. The interpretation and construction of this Assignment shall be governed by the laws of the State of Colorado, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Assignment to the substantive law of another jurisdiction.

9. Severability. If any term, provision, covenant or restriction of this Assignment is held by a court of competent jurisdiction or other governmental entity to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

10. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An executed signature page of this Assignment delivered by facsimile or PDF transmission shall be as effective as an original executed signature page.

11. Headings. The headings used in this Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Assignment.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Bill of Sale, Assignment and Assumption Agreement to be signed and executed by the undersigned as of the date first written above.

**ASSIGNOR:**

**CABOT COMPLIANCE LLC,**  
a Colorado limited liability company

By: Kimberly Smith-Britten  
Kimberly Smith-Britten,  
Member & Manager

By: Charles Jennings  
Charles Jennings, Member

**ASSIGNEE:**

**SILO (BVI) LIMITED,**  
a British Virgin Islands Company

By: Charles Jennings  
Charles Jennings  
Its: Sole Director

**EXHIBIT "A"**

**Registered Trademark  
SILO**

1. "SILO" Trademark, USPTO Serial Number 86081314, filed on October 2, 2013.
  - a. Mark Literal Elements: SILO
  - b. Standard Character Claim: The mark consists of standard characters without claim to any particular font style, size, or color.
2. All registered and/or pending applications to register the "SILO" trademark in all other jurisdictions, as applicable.
3. All common-law rights to the foregoing mark(s).