

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM586389

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Greenyug, LLC		07/03/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Prairie Catalytic, LLC		
Also Known As:			
Street Address:	3309 E. 8th Street		
City:	Columbus		
State/Country:	NEBRASKA		
Postal Code:	68601		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88074003	PRAIRIE GREEN	
CORRESPONDENCE DATA			
Fax Number:	4023909005		
<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:	4023909500		
Email:	Brian.Koenig@koleyjessen.com		
Correspondent Name:	Brian J. Koenig		
Address Line 1:	1125 South 103rd Street, Suite 800		
Address Line 4:	Omaha, NEBRASKA 68124		
NAME OF SUBMITTER:	Brian J. Koenig		
SIGNATURE:	/s/ Brian J. Koenig		
DATE SIGNED:	07/14/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, dated as of July 3, 2020 (this "Agreement"), is between Greenyug, LLC, a Delaware limited liability company ("Assignor") and Prairie Catalytic, LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. Assignor is the record owner of a trademark application for "PRAIRIE GREEN" filed with the United States Patent and Trademark Office on August 10, 2018 and assigned serial number 88/074003 (the "Trademark").

B. Assignor desires to assign the Trademark to Assignee under this Agreement, in connection with assignment of certain other assets of Assignor to Assignee relating to the Trademark, and Assignee desires to receive the Trademark from Assignor, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the respective representations, warranties, covenants and agreements contained herein, the parties agree as follows:

ARTICLE I

Assignment

Subject to the terms and conditions set forth in this Agreement, Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to the Trademark, including the right to sue and collect for past damages and including all goodwill associated with the Trademark.

ARTICLE II

Representations and Warranties of Assignor

Assignor hereby represents and warrants to Assignee as follows:

2.1 Authority.

Assignor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered by Assignor and constitutes the valid and binding obligation of Assignor, enforceable against Assignor in accordance with its terms.

2.2 No Conflict; Required Filings and Consents.

The execution and delivery of this Agreement by Assignor does not, and the performance of this Agreement and by Assignor and the consummation of the transactions contemplated hereby and thereby will not, (i) conflict with or violate the certificate of formation or Limited Liability

Company Agreement of Assignor, (ii) conflict with or violate any United States federal, state, local or foreign law, statute, ordinance, rule, regulation, order, judgment or decree applicable to Assignor or (iii) result in any breach of, or constitute a default under, or give to others any rights of termination, amendment, acceleration or cancellation of, or require payment under, or result in the creation of any lien, encumbrance, security interest, mortgage, pledge, claim, option or restriction of any kind whatsoever (collectively "Liens") on any of the properties or assets of Assignor (including, without limitation, the Trademark) pursuant to any agreement, lease, license, contract, note, mortgage, indenture, arrangement or other obligation (collectively, "Contracts") to which Assignor is a party or by which any of its properties or assets (including, without limitation, the Trademark) is bound.

2.3 Warranty of Title.

(a) Assignor is the record owner of, and owns all right, title and interest in and to, the Trademark, free and clear of all Liens, assignments, licenses, encumbrances, or other agreement affecting the rights conveyed hereunder; and (b) there is no action, claim, suit or proceeding pending or, to the knowledge of Assignor, threatened, by or against Assignor regarding the ownership of, validity of, prior rights in, or rights to sell or use, the Trademark.

EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE II, THE TRADEMARK IS ASSIGNED, CONVEYED AND TRANSFERRED "AS IS" AND ASSIGNOR SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE III

Representations and Warranties of Assignee

Assignee hereby represents and warrants to Assignor as follows:

3.1 Organization and Authority.

Assignee is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by Assignee and constitutes the valid and binding obligation of Assignee, enforceable against Assignee in accordance with its terms.

3.2 No Conflict.

The execution and delivery of this Agreement by Assignee do not, and the performance of this Agreement by Assignee and the consummation of the transactions contemplated hereby will not, (i) conflict with or violate the certificate of formation or Limited Liability Company Agreement of Assignee, (ii) conflict with or violate any United States federal, state, local or foreign law, statute, ordinance, rule, regulation, order, judgment or decree applicable to Assignee or by or to

which any of its properties or assets is bound or subject or (iii) result in any breach of, or constitute a default under, any Contracts to which Assignee is a party or by which any of its properties or assets is bound.

ARTICLE IV

Further Assurances

At any time, Assignor shall, at the reasonable request of Assignee and at the reasonable expense of Assignee and without further consideration, execute and deliver any further deeds, bills of sale, endorsements, assignments and other instruments of conveyance and transfer, and take such other actions as Assignee may reasonably request in order (a) to further effectuate the transfer, conveyance, assignment and delivery to Assignee, and to place Assignee in actual possession and operating control of, and to vest, perfect or confirm, of record or otherwise, in Assignee all right, title and interest in, to and under the Trademark; (b) to assist in Assignee's prosecution of claimed infringers, or the defense of infringement claims, brought in connection with the Trademark or Assignee's use of the Trademark; or (c) to otherwise carry out the intents and purposes of this Agreement.

ARTICLE V

Miscellaneous

5.1 Entire Agreement.

This Agreement constitute the entire agreement, and supersede all other agreements, understandings, representations and warranties, both written and oral, between the parties with respect to the subject matter hereof.

5.2 Headings.

The headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

5.3 Severability.

If any term or other provision of this Agreement, or any portion thereof, is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Agreement, or remaining portion thereof, shall nevertheless remain in full force and effect 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 determination that any such term or other provision, or any portion thereof, is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are consummated to the fullest extent possible.

5.4 Counterparts.

This Agreement may be executed in the original or by telecopy in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

5.5 Governing Law.

This Agreement shall be governed by and construed in accordance with the law of the State of New York without regard to the conflicts of laws principles thereof.

IN WITNESS WHEREOF, this Trademark Assignment Agreement has been duly executed and delivered by the duly authorized representatives of each of the parties hereto as of the date first written above.

GREENYUG, LLC

By:  _____

Name: Eric McFarland

Title: Authorized Person

PRAIRIE CATALYTIC, LLC

By: _____

Name: _____

Title: _____

This Agreement may be executed in the original or by telecopy in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

5.5 Governing Law.

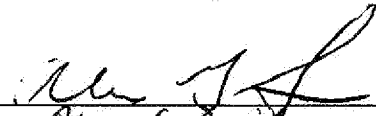
This Agreement shall be governed by and construed in accordance with the law of the State of New York without regard to the conflicts of laws principles thereof.

IN WITNESS WHEREOF, this Trademark Assignment Agreement has been duly executed and delivered by the duly authorized representatives of each of the parties hereto as of the date first written above.

GREENYUG, LLC

By: _____
Name: _____
Title: _____

PRAIRIE CATALYTIC, LLC

By: 
Name: Alex G. Smith
Title: Alliance Management, LLC, in its capacity as Receiver for Prairie Catalytic, LLC, a Delaware limited liability company, pursuant to the authority granted to it in the Order Appointing Receiver dated December 20, 2019, and the Order dated June 30, 2020 in Case No. 19-477 in the District Court of Platte County, Nebraska.