

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613136

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/19/2020
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Taronis Fuels, Inc.		12/01/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	MagneGas IP, LLC
Street Address:	24980 N. 83rd Avenue, Suite 100
City:	Peoria
State/Country:	ARIZONA
Postal Code:	85383
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	5157232	MAGNETOTE
Registration Number:	5156799	MAGNEGAS 2
Registration Number:	4952283	VENTURI
Registration Number:	2812824	MAGNEGAS

CORRESPONDENCE DATA

Fax Number: 3032912400

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: 3032912300

Email: pctrademarks@perkinscoie.com

Correspondent Name: Sabrina J. Danielson, Perkins Coie LLP

Address Line 1: 1201 THIRD AVENUE, SUITE 4900

Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER:	135068-4000
NAME OF SUBMITTER:	Sabrina J. Danielson
SIGNATURE:	/Sabrina J. Danielson/
DATE SIGNED:	12/08/2020

Total Attachments: 4

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NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Nunc Pro Tunc Trademark Assignment (“*Assignment*”) effective as of August 19, 2020 (“*Effective Date*”), is made by and between Taronis Fuels, Inc., a Delaware corporation with an address at 24980 N. 83rd Avenue, Suite 100, Peoria, Arizona 85383 (“*Assignor*”) and MagneGas IP, LLC, a Delaware limited liability company with an address at 24980 N. 83rd Avenue, Suite 100, Peoria, Arizona 85383 (“*Assignee*”);

WHEREAS, Assignor and Assignee entered into that certain Intellectual Property Assignment and Assumption Agreement dated as of August 19, 2020 (the “*IP Assignment and Assumption Agreement*”).

WHEREAS, pursuant to the IP Assignment and Assumption Agreement, the Assignor agreed, among other things, to sell, transfer, convey, assign and deliver to Assignee, certain assets of the Assignor, including without limitation, the trademarks as defined below.

WHEREAS, Assignor owned all rights, title, and interest in and to the trademarks as set forth in **Schedule A** and **Schedule B** attached hereto and incorporated herewith and all corresponding common law rights appurtenant thereto, as well as all registrations, pending applications, and all other filings for the Trademarks, the goodwill of the business associated with and symbolized by the Trademarks, and the portion of the business associated therewith (hereinafter collectively referred to as the “*Trademarks*”);

WHEREAS, Assignee desires to purchase, acquire and accept Assignor’s rights, title, and interest in and to the Trademarks, all registrations, pending applications, and all other filings for the Trademarks, the corresponding goodwill of the business associated with and symbolized by the Trademarks and all common law rights appurtenant thereto, and the portion of the business associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor does hereby sell, assign, and transfer, to Assignee all worldwide rights, title, and interest in and to the Trademarks identified in **Schedule A** and **Schedule B**, including all registrations, pending applications, and all other filings of any of the foregoing, all renewals of any of the foregoing, the goodwill of the business associated with and symbolized by the Trademarks, the portion of the business associated exclusively therewith, and the right to claim priority rights deriving from any of the foregoing, and the right to sue for, recover damages and profits for, and settle and release past, present, and future infringement of any of the foregoing.

2. Assignor agrees to execute all instruments and documents and do such additional acts as Assignee may reasonably deem necessary to effect, evidence, record, and perfect the assignment and recordation of the rights being assigned hereunder. If Assignee is unable for any reason whatsoever to secure Assignor’s signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its attorneys-in-fact, with full power of substitution to act for and on their behalf and instead of Assignor to execute and file any such document or documents

and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

3. The parties may execute and deliver this agreement either originally, by facsimile or in pdf via email, and in one or more counterparts, each of which together shall be deemed the complete and fully executed agreement.

4. This agreement shall inure to the benefit of and be binding upon Assignee and Assignor and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, each of Assignor and Assignee has executed and delivered this Assignment as of the date set forth below.

ASSIGNOR

TARONIS FUELS, INC.

Signature: 

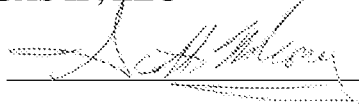
Name: Scott Mahoney

Title: Cheif Executive Officer

Date: 12/1/2020

ASSIGNEE

MAGNEGAS IP, LLC

Signature: 

Name: Scott Mahoney

Title: Manager

Date: 12/1/2020

SCHEDULE A

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Goods/Services
MAGNETOTE	App 86816532 App 11-NOV-2015	Reg 5157232 Reg 07-MAR-2017	INT. CL. 7 PORTABLE TANK SYSTEM BEING A GAS WELDING APPARATUS AND CONTAINING A GAS USED FOR CUTTING AND WELDING METAL
MAGNEGAS 2	App 86642367 App 27-MAY-2015	Reg 5156799 Reg 07-MAR-2017	INT. CL. 4 FUELS
VENTURI	App 86454770 App 14-NOV-2014	Reg 4952283 Reg 03-MAY-2016	INT. CL. 7 MACHINES FOR GASIFICATION, NAMELY, INDUSTRIAL ELECTROCHEMICAL REACTORS FOR CONVERTING LIQUID WASTE INTO GASEOUS HYDROCARBON FUELS
MAGNEGAS	App 78039484 App 15-DEC-2000	Reg 2812824 Reg 10-FEB-2004	INT. CL. 4 FUEL FOR MOTOR VEHICLES, NAMELY AN OXYGEN-RICH, HYDROCARBON-FREE GAS PRODUCED AS A BYPRODUCT OF RECYCLING LIQUID WASTE SUCH AS ANTI-FREEZE, OIL WASTE AND SEWAGE

SCHEDULE B

Common Law/Unregistered Mark
VENTURI PLASMA ARC FLOW