

01-23-2001

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

101591400

1.9.01

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### FOR OFFICE USE ONLY

01/24/2001 GTOM11 00000040 1215443

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002216 FRAME: 0698

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

**Number of Properties** Enter the total number of properties involved.

#

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed  Deposit Account

Deposit Account  
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Thomas M. Hunton  
Name of Person Signing

  
Signature

January 1, 2001  
Date Signed

## ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT is made as of the 1st day of January, 2001, by and among RAD Energy Corp., a New York corporation ("Assignor"), with a principal place of business located at 287 Bowman Avenue, Purchase, New York 10577 and Sprague Energy Corp., a Delaware corporation ("Assignee"), with a principal place of business located at Two International Drive, Suite 200, Portsmouth, New Hampshire 03801-6809.

### WITNESSETH:

WHEREAS, pursuant to the Asset Purchase and Sale Agreement, dated as of November 21, 2000, by and among Assignee and Assignor, RAD Terminal Corp., a New York corporation, and RAD Terminal 2nd Corp., a New York corporation, Assignor has agreed to transfer to Assignee certain trademarks; and

WHEREAS, Assignor, directly or by its predecessor in interest, has used in its business and registered in the United States Patent and Trademark Office ("Trademark Office") the trademark ULTRA.K under Registration No. 1,215,443, dated November 9, 1982 ("Trademark").

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the mutual premises, covenants and conditions contained in this Assignment, the parties hereto do hereby agree as follows:

1. Assignment. For the consideration described in Section 5 hereof, Assignor does hereby assign to Assignee all of Assignor's right, title and interest in, to and under the Trademark and the registration thereof, including all federal and state trademark registrations owned by Assignor for the Trademark and all pending federal and state trademark applications filed by Assignor for the Trademark and currently owned by Assignor, together with all of the goodwill

of the business connected with the use of and symbolized or represented by the Trademark and further including, without limitation, all claims by Assignor against third parties for past, present or future infringement of the Trademark or for injury to the goodwill associated with the Trademark.

2. Representations.

(a) Assignor hereby represents and warrants that to the best of its knowledge: (1) the Trademark registration was assigned by Toyotomi Kogyo Co., Ltd. to Assignor in a document recorded in the Patent and Trademark Office on March 20, 1989 at Reel 644, Frame 186; (2) Assignor filed a Change of Name form with the Trademark Office evidencing its change of name from RAD Oil Co. to RAD Energy Corp., which was recorded on May 8, 2000 at Reel 2033, Frame 304; (3) Assignor is the owner of record in the Trademark Office of the Trademark registration and has the right to sell the same in accordance herewith; (4) Assignor has not heretofore mortgaged, pledged, or knowingly permitted any lien, license, claim and/or encumbrance to exist in the United States with respect to the Trademark; and (5) there are no actions, suits or claims threatened or pending relating, directly or indirectly, to the Trademark.

(b) Assignor shall defend, indemnify and hold Assignee harmless from any and all damages, liability or expenses, including, but not limited to, attorneys' fees, costs and disbursements, arising out of any suit or claim against Assignee alleging trademark infringement by reason of Assignor's use of the Trademark, but this indemnification shall not apply to any suit or claim against Assignee arising by reason of Assignee's use of the Trademark.

3. Assistance in Recording Assignment. Assignor agrees to take whatever action may be required and to execute whatever documents may be necessary under the rules and regulations of the Trademark Office to record this Assignment.

4. Use of Trademark. Assignor shall cease, desist and discontinue any use of the Trademark as of the effective date of this Assignment.

5. Payment of Purchase Price. Assignee agrees to pay and Assignor hereby acknowledges payment by Assignee of the purchase price for the Assignment hereunder of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged.

6. General Provisions.

(a) This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, executors, or administrators.

(b) No amendment of, addition to or other change in any provision of this Assignment shall be effective or binding on the parties hereto unless set forth in writing and executed by each of the parties hereto.

(c) Any notice or other communication required or permitted hereunder must be in writing and shall be deemed sufficiently given when such notice is personally delivered, or sent by certified first-class mail, return receipt requested, postage prepaid, addressed to the respective party at such party's address appearing at page 1 of this Assignment or at such other address as the party may have specified by written notice in accordance with this notice provision. A copy of any notice shall be sent by ordinary first-class mail to the other party's respective attorney as follows:

(i) If to Assignor:  
  
Stephen S. Draizin  
12 Alfred Lane  
Stamford, Connecticut 06902

with a copy to: Carl S. Levine, Esq.  
1800 Northern Boulevard  
Roslyn, New York 10577

(ii) If to Assignee:

Paul A. Scoff, Esq.  
Two International Drive, Suite 200  
Portsmouth, New Hampshire 03801-6809

with a copy to: David S. Balabon, Esq.  
LeBoeuf, Lamb, Greene & MacRae L.L.P.  
260 Franklin Street  
Boston, Massachusetts 02110-3173

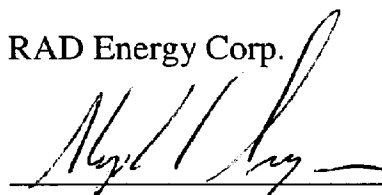
(d) The headings of the Sections hereunder are inserted for convenience of reference only and shall not affect the construction or interpretation hereof.

(e) In the event that any provision hereof is held to be invalid or void by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Assignment, and the voidance of same shall in no way affect any other provision herein contained.

(f) This document shall be governed and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first set forth above.

RAD Energy Corp.



By: Stephen S. Draizin  
Chairman of the Board

Sprague Energy Corp.

By: Thomas M. Hunton  
Senior Vice President

(ii) If to Assignee:

Paul A. Scoff, Esq.  
Two International Drive, Suite 200  
Portsmouth, New Hampshire 03801-6809

with a copy to: David S. Balabon, Esq.  
LeBoeuf, Lamb, Greene & MacRae L.L.P.  
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RAD Energy Corp.

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Stephen S. Draizin  
Chairman of the Board

Sprague Energy Corp.

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Thomas M. Hunton  
Senior Vice President