

10-21-2002



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Unimark Oil, LLC 10-15-02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Limited Liability Company

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Cross Oil Refining & Marketing, Inc
Internal
Address: _____
Street Address: 484 East 6th Street
City: Smackover State: AR Zip: 71762

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Asset Purchase

Execution Date: 04/15/2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) See Attached
 B. Trademark Registration No.(s) See Attached

Additional number(s) attached Yes No

B. Trademark Registration No.(s) See Attached

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Gregory L. Smtih
 Internal Address: _____

 Street Address: 423 N. Washington

 City: El Dorado State: AR Zip: 71730

6. Total number of applications and registrations involved: 3

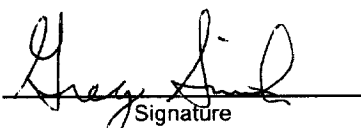
7. Total fee (37 CFR 3.41).....\$ 90.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

OFFICE OF PUBLIC RECORDS
 2002 OCT 15 AM 11:54
 FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature.
Gregory L. Smith
 Name of Person Signing


 Signature

10/8/02
 Date

Total number of pages including cover sheet, attachments, and document: 8

10/18/2002 LMUELLER 00000052 76055715
 01 FC:6521
 02 FC:6522

Documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

CONTINUATION OF ITEM 4

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) – 76055715; 76055716

B. Trademark Registration No.(s) – 2583514

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of April, 2002, between Unimark Oil, LLC, an Arkansas limited liability company ("Seller") and Cross Oil Refining & Marketing, Inc., a Delaware corporation ("Buyer").

In consideration of the mutual promises and agreements herein contained, Seller and Buyer agree as follows:

1. Assets Purchased and Sold.

Subject to the terms and conditions contained in this Agreement, on the Closing Date (as defined in Section 4) Seller agrees to sell, assign and deliver to Buyer, and Buyer agrees to purchase from Seller, free and clear of all liens and encumbrances, all of the assets, tangible or intangible, of every kind and nature owned by Seller in connection with the operation of the business of Seller (the "Acquired Business") including without limitation:

- a. the assets, including without limitation, property and equipment, inventory and receivables representing the items reflected on the unaudited balance sheet as of the close of business April 14, 2002, (financial statement of Unimark dated February 28, 2002 is attached for reference purposes and will be brought current to Closing Date) are incorporated herein as **Exhibit A**; (with dispositions of and additions to the assets reflected on the Balance Sheet as permitted under this agreement).
- b. the real property described on **Exhibit B**;
- c. all of Seller's rights under the agreements or contracts relating to the Acquired Business (the "Contracts") identified on **Exhibit C**;
- d. all customer, supplier and other business and financial records pertaining to the Acquired Business;
- e. all patents, copyrights, trademarks, trade names, websites and service marks, both foreign and domestic; and all of the goodwill associated with these assets and the Acquired Business;
- f. all accounts receivable as of the close of business on April 14, 2002;
- g. the name "Unimark Oil" which Seller may change and will not use or permit its use by anyone except Buyer after April 14, 2002;
- h. but excluding the assets identified on **Exhibit D** (the "Excluded Assets").

be filed, and has timely paid all taxes and assessments which have become due and payable, whether or not so shown on any such return or report, (ii) Seller has received no notice of, nor does Seller have any knowledge of, any notice of deficiency or assessment or proposed deficiency or assessment from any taxing governmental authority except property taxes per the attached notice from Kansas taxing authorities, (iii) except for the taxes, there are no audits pending with respect to Seller and there are no outstanding agreements or waivers by or with respect to Seller that extends the statutory period of limitations applicable to any federal, state, local, or foreign tax returns or taxes for any period, and (iv) there are no determined tax deficiencies or proposed tax assessments against Seller, except property taxes per the attached notice.

k. Intellectual Property Matters. Attached hereto as Schedule 6(k) is a true and accurate list of all patents, copyrights, trademarks, trade names, websites and service marks, both foreign and domestic, owned, possessed or used by Seller related to the Assets, all of which are included in the Assets. Seller owns and will transfer to Buyer the entire right, title and interest in all such patents, copyrights, trademarks, trade names and service marks. Seller has transferred, and is transferring to Buyer hereunder, the rights to use all data and information (including without limitation confidential information, trade secrets and know-how) reasonably deemed necessary by Buyer to permit the conduct by Buyer of the Acquired Business in the usual and ordinary course consistent with past practices of Seller.

7. Representation and Warranties of Buyer.

Buyer represents and warrants as follows, each of which is true and correct on the date hereof and will be true and correct on the Closing Date, each of which shall be unaffected by an investigation heretofore or hereafter made by Seller and each of which shall survive the Closing and the transactions contemplated hereby:

a. Buyer is a corporation duly organized and existing and in good standing under the laws of the State of Delaware and has the power to execute and deliver this Agreement and to carry out the transactions hereunder contemplated. Buyer's execution and delivery of this Agreement and consummation of the transactions required hereby will not violate any provision of any mortgage, trust indenture, lien, lease, agreement, instrument, order, judgment, law, statute, regulation, ordinance, decree or other restriction of any kind or character to which Buyer is subject. This Agreement has been duly authorized, executed and delivered by Buyer and is valid, binding and enforceable against Buyer in accordance with its terms.

b. No approval, order, license, consent, authorization or other action by, or filing with, any governmental or quasi-governmental authority or any third party is required in connection with the execution, delivery and performance by Buyer of its obligations under this Agreement or the consummation of the transactions contemplated hereby.

Schedule 6(k)

Intellectual Property

Trademarks

1. Unimark Oil
2. Xtreme
3. True-Flo
4. Sure-Flo
5. Pure-Flo
6. Gard
7. Gard's
8. Gardfleet
9. GardForm
10. Gardgear
11. Gardvis
12. Gardway
13. HydraGard
14. MarineGard
15. Oilgard
16. ReGard
17. SafeGard
18. SpinGard
19. SynGard
20. TransGard Note: License to use only.

Service Marks

1. Your Profit & Performance LifeGard
2. A Lifesaver for Your Engine

Website

1. www.gardcorp.com
2. www.unimarkoil.com
3. www.xtremelubes.com

ASSIGNMENT OF TRADEMARK

RECITALS

1. Unimark Oil, LLC, an Arkansas Limited Liability Company, whose principal office is located at 484 East 6th Street, Smackover, AR 71762, first began using the mark "PURE-FLO" in commerce on January 31, 2001 and has continuously used this mark in commerce since this date.

2. Unimark Oil, LLC has filed an application in the United States Patent and Trademark Office for registration of the "PURE-FLO" mark, Serial No. 76055715.

3. On April 15, 2002, Unimark Oil, LLC and Cross Oil Refining & Marketing, Inc., a Delaware Corporation, whose principal office is located at 484 East 6th Street, Smackover, AR 71762, entered into an Asset Purchase Agreement whereby substantially all of the assets (including all trademarks) of Unimark Oil, LLC were sold to Cross Oil Refining & Marketing, Inc.

ASSIGNMENT

In connection with that certain Asset Purchase Agreement dated April 15, 2002, for good and valuable consideration, receipt of which is hereby acknowledged, Unimark Oil, LLC hereby assigns to Cross Oil Refining & Marketing, Inc. all rights, title and interest in and to the "PURE-FLO" mark, together with the goodwill of the business symbolized by such mark, all rights to claim prior usage of the mark and the application for registration thereof.

The Commissioner of Patents and Trademarks is requested to issue the certificate of registration to such assignee.

Date: April 15, 2002.

ASSIGNOR: UNIMARK OIL, LLC

By: 

Denny E. McConathy, Manager

ASSIGNEE: CROSS OIL REFINING & MARKETING, INC.

By: 

Denny E. McConathy, President

ASSIGNMENT OF TRADEMARK

RECITALS

1. Unimark Oil, LLC, an Arkansas Limited Liability Company, whose principal office is located at 484 East 6th Street, Smackover, AR 71762, first began using the mark "PURE-FLO" in commerce on January 31, 2001 and has continuously used this mark in commerce since this date.

2. Unimark Oil, LLC has filed an application in the United States Patent and Trademark Office for registration of the "SURE-FLO" mark, Serial No. 76055716.

3. On April 15, 2002, Unimark Oil, LLC and Cross Oil Refining & Marketing, Inc., a Delaware Corporation, whose principal office is located at 484 East 6th Street, Smackover, AR 71762, entered into an Asset Purchase Agreement whereby substantially all of the assets (including all trademarks) of Unimark Oil, LLC were sold to Cross Oil Refining & Marketing, Inc.

ASSIGNMENT

In connection with that certain Asset Purchase Agreement dated April 15, 2002, for good and valuable consideration, receipt of which is hereby acknowledged, Unimark Oil, LLC hereby assigns to Cross Oil Refining & Marketing, Inc. all rights, title and interest in and to the "SURE-FLO" mark, together with the goodwill of the business symbolized by such mark, all rights to claim prior usage of the mark and the application for registration thereof.

The Commissioner of Patents and Trademarks is requested to issue the certificate of registration to such assignee.

Date: April 15, 2002.

ASSIGNOR: UNIMARK OIL, LLC

By: 

Denny E. McConathy, Manager

ASSIGNEE: CROSS OIL REFINING &
MARKETING, INC.

By: 

Denny E. McConathy, President

ASSIGNMENT OF TRADEMARK

RECITALS

1. Unimark Oil, LLC, an Arkansas Limited Liability Company, whose principal office is located at 484 East 6th Street, Smackover, AR 71762, first began using the mark "TRUE-FLO" in commerce on January 31, 2001 and has continuously used this mark in commerce since this date.

2. Unimark Oil, LLC has filed an application in the United States Patent and Trademark Office for registration of the "TRUE-FLO" mark, Serial No. 76106931.

3. On April 15, 2002, Unimark Oil, LLC and Cross Oil Refining & Marketing, Inc., a Delaware Corporation, whose principal office is located at 484 East 6th Street, Smackover, AR 71762, entered into an Asset Purchase Agreement whereby substantially all of the assets (including all trademarks) of Unimark Oil, LLC were sold to Cross Oil Refining & Marketing, Inc.

ASSIGNMENT

In connection with that certain Asset Purchase Agreement dated April 15, 2002, for good and valuable consideration, receipt of which is hereby acknowledged, Unimark Oil, LLC hereby assigns to Cross Oil Refining & Marketing, Inc. all rights, title and interest in and to the "TRUE-FLO" mark, together with the goodwill of the business symbolized by such mark, all rights to claim prior usage of the mark and the application for registration thereof.

The Commissioner of Patents and Trademarks is requested to issue the certificate of registration to such assignee.

Date: April 15, 2002.

ASSIGNOR: UNIMARK OIL, LLC

By: 

Denny E. McConathy, Manager

ASSIGNEE: CROSS OIL REFINING & MARKETING, INC.

By: 

Denny E. McConathy, President