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APR 1 2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

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

1. Name of conveying party(ies): Mapco, Inc.

4.10.03

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

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

2. Name and address of receiving party(ies)

Name: FleetOne, LLC

Internal

Address:

Street Address: 5042 Linbar Drive, Suite 100

City: Nashville State: TN Zip: 37211

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other limited liability company - Delaware

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

Execution Date: 12/31/2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2240620

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Paige W. Mills

Internal Address: Bass, Berry & Sims PLC

Street Address: 315 Deaderick Street

Suite 2700

City: Nashville State: TN Zip: 37238-3001

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

502483

DO NOT USE THIS SPACE

9. Signature.

PAIGE W. MILLS

Name of Person Signing

Signature

3/31/03

Date

Total number of pages including cover sheet, attachments, and document: 3

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

04/21/2003 TDIAZ1 00000132 502483 2240620 01 FC:85:1 40.00 CH

TRADEMARK REEL: 002715 FRAME: 0588

ASSIGNMENT OF TRADEMARK

WHEREAS, Mapco, Inc., a Delaware corporation (“Assignor”), having an office at 1800 South Baltimore, Tulsa, Oklahoma 74119, is the owner of the trademark and service mark now registered in the United States Patent and Trademark Office as indicated on the attached Appendix A (the “Mark”);

WHEREAS, FleetOne, L.L.C., a Delaware limited liability company (“Assignee”), having an office at 5042 Linbar Drive, Suite 100, Nashville, Tennessee 37211, desires to acquire the Mark and the registration thereof;

NOW, THEREFORE, for good and valuable consideration, including the payment of \$1.00 by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Assignment. Assignor hereby assigns to Assignee all right, title and interest in and to the Mark for the United States of America, together with the registration thereof identified on Appendix A hereto, the goodwill of the business connected with the use of and symbolized by the Mark, all rights of recovery based on infringement, dilution (or analogous violation) or other unauthorized use of the Mark, and all other rights to be held and enjoyed by the Assignee, its successors and assigns relating to the Mark and the registration thereof.

2. Recording and Future Maintenance. Assignor hereby authorizes Assignee, at Assignee’s expense, to request the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Mark and the registration thereof shown on Appendix A. As the owner of the Mark, Assignee shall have the sole responsibility for all future maintenance actions regarding the registration of the Mark.

3. Further Assurances. At any time and from time to time on and after the date of this Assignment, Assignor shall, at the request of Assignee, (i) execute and deliver to Assignee such documents and (ii) take or cause to be taken such actions, as Assignee may reasonably deem necessary or desirable for Assignee to obtain the full benefits of this Assignment and the transactions contemplated hereby.

Dated: December 31, 2002.

MAPCO, INC.

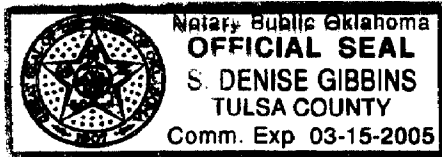
By: [Signature]
Print Name: P. D. WRIGHT
Title: Chairman of the Board;
Chief Executive Officer
and President



STATE OF OKLAHOMA
COUNTY OF Tulsa

Before me, S. Denise Gibbins, a Notary Public in and for the State and County aforesaid, personally appeared P. D. Wright, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the COB; CEO & President of MAPCO, INC., the within named bargainer, a corporation, and that he as such COB; CEO & President, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such COB; CEO & President.

WITNESS my hand and seal at office, on this the 31st day of December, 2002.



S. Denise Gibbins
Notary Public

My Commission Expires:

03-15-2005

My Commission No.: 01004553

APPENDIX A
Federal Trademarks

TRADEMARK	SERIAL NO.	REGISTRATION NO.	DATE OF REGISTRATION
FLEETONE	75-438077	2,240,620	April 10, 1999