

10-17-2003
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TRADEMARK ONLY

G-23-03

3032-0005

SR SHEET

SEP 23 2003

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

<p>1. Name of conveying party(ies): Fuel America</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <u>Utah</u> <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <hr/> <p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>7 August 2003</u> Effective Date: <u>7 August 2003</u></p>	<p>2. Name and address of receiving party(ies): GasAmerica Services, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <u>Indiana</u> <input type="checkbox"/> Other _____</p> <p>Internal Address: _____</p> <p>Street Address: <u>2700 West Main Street</u></p> <p>City: <u>Greenfield</u> State: <u>IN</u> ZIP: <u>46104</u></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>4. Application number(s) or Registration number(s):</p> <p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s) <u>2,092,358</u></p>
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Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: E. Victor Indiano</p> <p>Internal Address:</p> <p>Street Address: One North Pennsylvania Street Suite 850 Indianapolis, Indiana 46204</p> <p>Telephone: (317) 822-0033</p>	<p>6. Total number of applications and trademarks involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41):.....\$40.00</p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: 50-1590. Commissioner hereby authorized to charge any defect in fees or credit any overpayment to said deposit account. (Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

9. 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.

E. Victor Indiano 22 September 2003
Name of Person Signing Signature Date

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

C:\Data Files\Word Processing\3032 Gas America\5 - Assignment recordation form.wpd

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TRADEMARK
REEL: 002845 FRAME: 0471

TRADEMARK ASSIGNMENT

I. FEDERAL REGISTRATION

Mark: FUEL AMERICA
Serial Number: 73/836133
Filed: November 6, 1989
Reg. No.: 2,092,358
Reg. Date: September 2, 1997

ASSIGNOR: FUEL AMERICA CORPORATION
A CORPORATION OF UTAH
1445 NORTH MAIN STREET
SPANISH FORK, UTAH 84058

ASSIGNEE: GASAMERICA SERVICES, INC.
(an Indiana corporation)
2700 West Main Street
Greenfield, Indiana 46104

The Assignor is the owner of the Trade Mark, FUEL AMERICA, and the trademark registration therefor to wit, U.S. Trademark Registration No. 2,092,357, as set forth above, and in more detail below as Exhibit A. (the "Trademark"). The Assignee desires to acquire the Trademark together with the good will of the business with which said Trademark is used, and the Assignor desires to assign all of its rights in the Trademark (and the Goodwill) to the Assignee.

NOW THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for Two Thousand dollars (\$2,000.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by the Assignor, said Assignor by these presents, sells, transfers, conveys, and assigns unto Assignee its entire right, title and interest in and to all of said Trademark identified herein, all Registrations and Applications for Registration therefor, the goodwill of the business in connection with which said Trademark is used and which is symbolized by the Trademark including the right to sue and collect all damages for any past infringements.

Assignor also acknowledges that it hereby relinquishes, and transfers, sells and assigns to Assignor any and all rights that Assignor may have or may have had in an agreement dated 2 December 1996 by and between Assignor and Ashland, Inc., a Kentucky Corporation entitled "Settlement Agreement." A copy of this Settlement Agreement is attached hereto as Exhibit B, and is made a part hereof.

FUEL AMERICA CORPORATION

By: Boyd Cobbley
Printed Name: Boyd Cobbley
Title: PRESIDENT
Date: 8-7-03

STATE OF UTAH)
) SS:
COUNTY OF Utah)

Before me, a Notary Public, within and for said County and State, personally appeared Boyd Cobbley and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this and acknowledged that he is an officer of the corporation authorized to execute this Agreement, and that he executed the foregoing Assignment on the date set forth above. Witness my hand and Notarial Seal this 7th day of August, 2003.



Terra Reary
Notary Public (Signature)

TERRA REARY
(Printed Name)

My Commission Expires: _____

My County of Residence is: _____

Exhibit A

Word Mark FUEL AMERICA
Goods and Services IC 037. US 103. G & S: GASOLINE STATION SERVICES. FIRST USE: 19891026.
FIRST USE IN COMMERCE: 19891026
IC 042. US 101. G & S: CONVENIENCE STORE SERVICES. FIRST USE: 19891026.
FIRST USE IN COMMERCE: 19891026

Mark Drawing Code (1) TYPED DRAWING

Serial Number 73836133
Filing Date November 6, 1989
Published for Opposition March 20, 1990

Registration Number 2092358
Registration Date September 2, 1997

Owner (REGISTRANT) CENTRAL DISTRIBUTING CO., INC. CORPORATION UTAH P.O. BOX 699 1445 NORTH MAIN SPANISH FORK UTAH 84660

Current Owner Fuel America Corporation, a Utah Corporation of 1445 N. Main Street, Spanish Fork, Utah 84058, as recorded in the records of the USPTO at Real 0882, Frame 0572.

Assignment Recorded ASSIGNMENT RECORDED

Attorney of Record ROBERT R. MALLINCKRODT

Type of Mark SERVICE MARK
Register PRINCIPAL
Other Data REGISTRATION IS LIMITED TO THE AREA COMPRISING THE ENTIRE UNITED STATES WEST OF THE MISSISSIPPI EXCEPT THE STATES OF NORTH DAKOTA, SOUTH DAKOTA, MINNESOTA, IOWA AND MISSOURI AND INCLUDING THE STATES OF MISSISSIPPI EAST OF THE MISSISSIPPI RIVER. CONCURRENT USE PROCEEDING 1003 WITH SERIAL NOS. 74/085482 AND 74/164991.

Live/Dead Indicator LIVE

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Exhibit B

SETTLEMENT AGREEMENT

This Agreement made this 2nd day of DECEMBER, 1996, by and between Fuel America Corporation, a corporation of the State of Utah, with offices at 1445 North Main Street, Spanish Fork, Utah 84660, and Ashland Inc., a corporation of the State of Kentucky, with offices at 1000 Ashland Blvd., Ashland, Kentucky 41114.

WHEREAS, Fuel America Corporation, through its predecessor in interest and related user, Central Distributing Co., Inc., has adopted and is using the service mark FUEL AMERICA in connection with gasoline station services and convenience store services, first use of such mark being on October 26, 1989, and its predecessor in interest, Central Distributing Co., Inc., has filed an application for federal trademark registration covering the mark FUEL AMERICA, such application being identified by Serial Number 73/836,133, filed November 6, 1989;

WHEREAS, the mark FUEL AMERICA has been used on truck stops offering gasoline station services and convenience stores services in Utah, Nevada, and Wyoming, and is currently in such use in Utah;

WHEREAS, GasAmerica Services, Inc. adopted and has used the mark GASAMERICA at least as early as April 1984, and has assigned its rights in such mark to Ashland Oil, Inc., (now Ashland Inc.) by Assignment dated August 1, 1990;

WHEREAS, Ashland Inc. granted GasAmerica Services, Inc. a perpetual and exclusive license to use the mark GASAMERICA on gasoline stations and truck stops offering gasoline station services and convenience store services in Indiana, Ohio, Michigan, Illinois, Kentucky, and in such other states as to which Ashland Inc. shall consent;

WHEREAS, Ashland Inc. filed an opposition to registration of FUEL AMERICA, one ground of the opposition being that FUEL AMERICA is confusingly similar to GASAMERICA, the opposition being identified by Number 83,074;

WHEREAS, Ashland Inc., after filing of the opposition and acquiring rights to the mark GASAMERICA, filed applications to register the mark GASAMERICA, such applications being identified by Serial Numbers 74/085,482 and 74/164,991;

WHEREAS, no instances of actual confusion between the marks FUEL AMERICA and GASAMERICA have come to the attention of either party during use of said marks by the respective parties;

WHEREAS, on September 15, 1992, the Trademark Trial and Appeal Board issued its opinion in the said opposition proceeding No. 83,074 which found there was a likelihood of confusion between GASAMERICA and FUEL AMERICA, thereby setting the condition for a concurrent use proceeding between the parties;

WHEREAS, the FUEL AMERICA truck stops and signage have a different look to them than do the GASAMERICA stations, truck stops and signage; and

WHEREAS, the parties hereto desire to settle the matter regarding the respective rights of the parties in the GASAMERICA and FUEL AMERICA marks and to provide for the issuance of concurrent registrations to the respective parties for the respective marks.

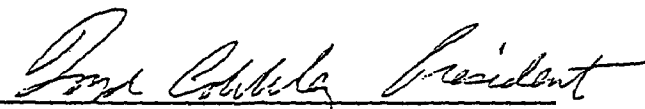
NOW, THEREFORE, in consideration of the mutual promises contained herein and of other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Fuel America Corporation may use, itself or through related users, its FUEL AMERICA mark in the geographical area of the United States west of the Mississippi River, except in the states of North Dakota, South Dakota, Minnesota, Iowa, and Missouri, and may use its FUEL AMERICA mark in the states of Mississippi and Alabama east of the Mississippi River.
2. Ashland Inc. may use, itself or through related users, its GASAMERICA mark in the geographical area of the United States east of the Mississippi River, except in the states of Mississippi and Alabama, and may use its GASAMERICA mark in the states of North Dakota, South Dakota, Minnesota, Iowa, and Missouri west of the Mississippi River.
3. The parties hereto recognize their rights in the territories.
4. The parties hereto agree not to use or advertise its mark in the other party's territories.
5. The parties hereto shall continue actual use of the marks in a manner designed to avoid actual confusion between the parties hereto and will continue to maintain a different look to their places of business and signage.

6. Each party hereto will consent to the Federal Registration by the other party of such other party's mark specified herein with appropriate geographical limitation in the Registration and either party may submit a copy of this Settlement Agreement to the Patent and Trademark Office as needed to secure such registration or terminate a concurrent use proceeding. Further, if necessary and upon request, a party hereto will provide a written consent to registration of the other party's mark consistent with this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement on the date first above written.

FUEL AMERICA CORPORATION

By: 
Boyd Cobbly, President

JLK ASHLAND INC.
WFO By: 
Senior Vice President

FUELAM.AGR