

MRD 1-14-2004

PTO-1594

08-08-2004

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

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇌ ⇌ ⇌ ▼



To the Honorable Commissioner

102764085

1 original documents or copy thereof.

1. Name of conveying party(ies):

Agway Energy Products, LLC

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

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: December 23, 2003

2. Name and address of receiving party(ies)

Name: Suburban Propane, LP

Internal Address: _____

Street Address: 240 Route 10 West

City: Whippany State: NJ Zip: 07981

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached Schedule "A"

Additional number(s) attached Yes No

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

Name: Jordan Fisch, Esq.

Internal Address: Cole Schotz Meisel
Forman & Leonard, P.A.

Street Address: 25 Main Street

City: Hackensack State: NJ Zip: 07601

6. Total number of applications and registrations involved: _____

16

7. Total fee (37 CFR 3.41).....\$ 415.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

OPR/FINANCE
JAN 14 AM 8:30

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.

Jordan Fisch, Esq.
Name of Person Signing

Signature

12/23/03
Date

01/15/2004 DBYRNE 00000098 1835694

Total number of pages including cover sheet, attachments, and document: 19

01 FC:8521
02 FC:8522

40.00
375.00

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

SCHEDULE A
TO
RECORDATION FORM COVER SHEET

Registration Nos. – Item 4

A. REGISTERED TRADEMARKS

Trademark Name	Status/Country where marks are registered	Class/Description	Registration Number/Date
Modern Tank Service	Registered USA	Classes: 37 Goods: Class 37 Maintenance and repair services; namely, propane cylinder requalification; propane cylinder disposal services for others.	1835694 10-May-1994
MTS Modern Tank Service (& Design)	Registered USA	Classes: 37 Goods: Class 37 Propane cylinder requalification and disposal services.	1964071 26-Mar-1996
Power Champ	Registered USA	Classes: 4 Goods: Class 4 Petroleum products, gasoline, kerosene, fuel oil.	0688182 17-Nov-1959

Trademark Name	Status/Country where marks are registered	Class/Description	Registration Number/ Date
Smart Buy	Registered USA	Classes: 36 Goods: Class 36 Financial services, namely, providing a budget payment plan for fuel and service contracts.	2561520 16-Apr-2002
We Deliver Peace of Mind	Registered USA	Classes: 42 Goods: Class 42 Retail store services in the field of furnaces, boilers, water heaters and air conditioners and parts and accessories therefor.	1632706 22-Jan-1991
We Deliver Peace of Mind	Registered USA	Classes: 37 Goods: Class: 37 Installing, servicing and repairing heating equipment, vehicle service station services.	1606745 17-Jul-1990

Trademark Name	Status/Country where marks are registered	Class/Description	Registration Number/ Date
Agway Energy Products	Registered USA	<p>Classes 4, 37 & 42</p> <p>Goods: Class 4: Gasoline, kerosene, diesel fuel and heating oils.</p> <p>Class: 37: Installing, servicing and repairing heating equipment and vehicles; service station services.</p> <p>Class 42: Distributing heating fuel oil by truck, and retail store services in the field of oil burners and parts therefor.</p>	1357550 03-Sep-1985
Agway Energy Products (and design)	Registered USA	<p>Classes: 4, 37 & 42</p> <p>Goods: Class 4: Gasoline, kerosene, diesel fuel and heating oils.</p> <p>Class: 37: Installing, servicing and repairing heating equipment and vehicles; service station services.</p> <p>Class 42: Distributing heating fuel oil by truck, and retail store services in the field of oil burners and parts therefor.</p>	1358791 10-Sep-1985
Agway Propane	Registered USA	<p>Classes: 4, 37 & 42</p> <p>Goods: Class 4: Propane fuel.</p>	1360047 17-Sep-1985

Trademark Name	Status/Country where marks are registered	Class/Description	Registration Number/Date
		Class: 37: Installing, servicing and repairing heating equipment. Class 42: Distributing propane fuel by truck.	
Agway Propane (logo)	Registered USA	Classes: 4, 37 & 42 Goods: Class 4: Propane fuel. Class: 37: Installing, servicing and repairing heating equipment. Class 42: Distributing propane fuel by truck.	1360046 17-Sep-1985
Automate	Registered USA	Classes: 37 Goods: Class 37: Automated gasoline station services rendered by means of an access device activated dispensing system.	1498034 26-Jul-1998
Enerroyal	Registered USA	Classes: 42 Goods: Class 42: Oil heating furnace distributorship services.	1463974 03-Nov-1987
Our People Make the Difference	Registered USA	Classes: 37 Goods: Class 37: Installing and repairing heating equipment.	1477086 16-Feb-1988

Trademark Name	Status/Country where marks are registered	Class/Description	Registration Number/ Date
Agway	Registered USA	Classes: 1 and 4 Goods: Motor Oil, gear oil, viscous grease, diesel fuel, heating fuel oil, fuel additive and kerosene.	858802 22-Oct-1968
Agway	Registered USA	Only in connection with "delivery service of gasoline, heating oils, diesel fuel, and other petroleum products." ¹	808227 10-May-1966
Agway	Registered USA	Only in connection with "oil burner service and repair." ²	807910 03-May-1966

¹ This registration will be assigned in part as indicated above to Suburban Propane; there are other non-energy delivery services covered under this registration that will not be assigned to Suburban Propane. Specifically, US Reg No. 808227 is not assigned in connection with "Farm delivery service of feed, fertilizer, seed, pesticides, and miscellaneous farm supplies" in Class 39.

² This registration will be assigned in part as indicated above to Suburban Propane; there are other non-energy services covered under this registration that will not be assigned to Suburban Propane. Specifically, US Reg No. 807910 is not assigned in connection with "building construction, farm equipment installation, electrical installation service and repair on water systems, farm tire service and repair, and stock clipper service and repair" in Class 37.

TRADEMARK ASSIGNMENT

(*Agway as Assignor*)

THIS TRADEMARK ASSIGNMENT ("*Assignment*"), dated as of December 23, 2003, is made by and between **AGWAY ENERGY PRODUCTS, LLC**, a limited liability company organized under the laws of the State of Delaware, with an address at P.O. Box 4933, Syracuse, NY 13221 ("*Agway*") and **SUBURBAN PROPANE, L.P.**, a limited partnership organized under the laws of the State of Delaware, with an address at 240 Route 10 West, Whippany, NJ 07981 ("*Suburban Propane*").

WHEREAS, Agway and Suburban Propane have entered into that certain Asset Purchase Agreement dated as of November 10, 2003 (the "*Asset Purchase Agreement*") pursuant to which Agway has agreed to sell, transfer and assign to Suburban Propane the trademark registrations and applications for trademark registration listed on **Schedule A** (the "*Assigned Trademarks*"); and

WHEREAS, Suburban Propane desires to acquire, and Agway is willing to assign, the Assigned Trademarks.

NOW, THEREFORE, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged:

1. Agway does hereby sell, assign and transfer to Suburban Propane, its entire right, title and interest in and to the Assigned Trademarks together with the goodwill connected with and symbolized by the Assigned Trademarks, free and clear of all Liens, the same to be held and enjoyed by Suburban Propane for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Agway if this assignment and sale had not been made, as assignee of its entire right, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.
2. The assignment set forth in paragraph 1 of this Assignment is subject to all licenses and other rights in and to the Assigned Trademarks previously granted to third persons that are in effect as of the date of this Assignment and listed on **Schedule B** (the "*Intellectual Property Licenses*").
3. The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Suburban Propane as the assignee and owner of the Assigned Trademarks.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflicts of law principles thereof.
5. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Agway and Suburban Propane have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

AGWAY ENERGY PRODUCTS, LLC

By: Michael R. Hopsicker

Name: Michael R. Hopsicker
Title: President and CEO

ATTESTATION OF WITNESS.

I, Anna Cerda, whose full post office address is 421 N. Broadway, Ithaca NY 14850, was personally present and did see Michael R. Hopsicker, who is personally known to me, execute the above assignment.

Anna Cerda

SUBURBAN PROPANE, L.P.

By: Michael J. Dunn Jr

Name: Michael J. Dunn Jr
Title: SVP

ATTESTATION OF WITNESS.

I, Janice G. Meola, whose full post office address is 625 Binghamton Lane, Livingston NJ 07039, was personally present and did see Michael J. Dunn, Jr., who is personally known to me, execute the above assignment.

Janice G. Meola

SCHEDULE A
TO
TRADEMARK ASSIGNMENT AGREEMENT

Assigned Trademarks

A. REGISTERED TRADEMARKS

Trademark Name	Status/Country where marks are registered	Class/Description	Registration Number/Date
Modern Tank Service	Registered USA	Classes: 37 Goods: Class 37 Maintenance and repair services; namely, propane cylinder requalification; propane cylinder disposal services for others.	1835694 10-May-1994
MTS Modern Tank Service (& Design)	Registered USA	Classes: 37 Goods: Class 37 Propane cylinder requalification and disposal services.	1964071 26-Mar-1996
Power Champ	Registered USA	Classes: 4 Goods: Class 4 Petroleum products, gasoline, kerosene, fuel oil.	0688182 17-Nov-1959
Smart Buy	Registered USA	Classes: 36 Goods: Class 36 Financial services, namely, providing a budget payment plan for fuel and service contracts.	2561520 16-Apr-2002
We Deliver Peace of Mind	Registered USA	Classes: 42 Goods: Class 42	1632706 22-Jan-1991

NY1:\1227322\04\QB0@04\DOC\11891.0007

Trademark Name	Status/Country where marks are registered	Class/Description	Registration Number/Date
		Retail store services in the field of furnaces, boilers, water heaters and air conditioners and parts and accessories therefor.	
We Deliver Peace of Mind	Registered USA	Classes: 37 Goods: Class: 37 Installing, servicing and repairing heating equipment, vehicle service station services.	1606745 17-Jul-1990
Agway Energy Products	Registered USA	Classes 4, 37 & 42 Goods: Class 4: Gasoline, kerosene, diesel fuel and heating oils. Class: 37: Installing, servicing and repairing heating equipment and vehicles; service station services. Class 42: Distributing heating fuel oil by truck, and retail store services in the field of oil burners and parts therefor.	1357550 03-Sep-1985

Trademark Name	Status/Country where marks are registered	Class/Description	Registration Number/Date
Agway Energy Products (and design)	Registered USA	Classes: 4, 37 & 42 Goods: Class 4: Gasoline, kerosene, diesel fuel and heating oils. Class: 37: Installing, servicing and repairing heating equipment and vehicles; service station services. Class 42: Distributing heating fuel oil by truck, and retail store services in the field of oil burners and parts therefor.	1358791 10-Sep-1985
Agway Propane	Registered USA	Classes: 4, 37 & 42 Goods: Class 4: Propane fuel. Class: 37: Installing, servicing and repairing heating equipment. Class 42: Distributing propane fuel by truck.	1360047 17-Sep-1985
Agway Propane (logo)	Registered USA	Classes: 4, 37 & 42 Goods: Class 4: Propane fuel. Class: 37: Installing, servicing and repairing heating equipment. Class 42: Distributing propane fuel by truck.	1360046 17-Sep-1985
Automate	Registered USA	Classes: 37 Goods: Class 37:	1498034 26-Jul-1998

Trademark Name	Status/Country where marks are registered	Class/Description	Registration Number/Date
		Automated gasoline station services rendered by means of an access device activated dispensing system.	
Enerroyal	Registered USA	Classes: 42 Goods: Class 42: Oil heating furnace distributorship services.	1463974 03-Nov-1987
Our People Make the Difference	Registered USA	Classes: 37 Goods: Class 37: Installing and repairing heating equipment.	1477086 16-Feb-1988
Agway	Registered USA	Classes: 1 and 4 Goods: Motor Oil, gear oil, viscous grease, diesel fuel, heating fuel oil, fuel additive and kerosene.	858802 22-Oct-1968
Agway	Registered USA	Only in connection with "delivery service of gasoline, heating oils, diesel fuel, and other petroleum products." ¹	808227 10-May-1966
Agway	Registered USA	Only in connection with "oil burner service and repair." ²	807910 03-May-1966

¹ This registration will be assigned in part as indicated above to Suburban Propane; there are other non-energy delivery services covered under this registration that will not be assigned to Suburban Propane. Specifically, US Reg No. 808227 is not assigned in connection with "Farm delivery service of feed, fertilizer, seed, pesticides, and miscellaneous farm supplies" in Class 39.

² This registration will be assigned in part as indicated above to Suburban Propane; there are other non-energy services covered under this registration that will not be assigned to Suburban Propane. Specifically, US Reg No. 807910 is not assigned in connection with "building construction, farm equipment installation, electrical installation service and repair on water systems, farm tire service and repair, and stock clipper service and repair" in Class 37.

SCHEDULE B
TO
TRADEMARK ASSIGNMENT AGREEMENT

Intellectual Property Licenses

1. Contract Hauler Agreement, by and between Dean L. Slocum Inc. and APC, dated as of June 11, 1999.
2. Contract Hauler Agreement, by and between RJ McGuinness Trucking, Inc. and Energy LLC, dated as of June 25, 1999.
3. Contract Hauler Agreement, by and between Energy LLC and C.B. Vanbrocken, Inc., dated as of July 23, 1999.
4. Contract Hauler Agreement, by and between Energy LLC and M.W. Perkins, Inc., dated as of August 4, 1999.
5. Contract Hauler Agreement, by and between Energy LLC and S.S. Trucking Gouverneur, Inc., dated as of July 29, 1999.
6. Contract Hauler Agreement, by and between Energy LLC and Don Fuller Trucking, Inc., dated as of July 30, 1999.
7. Contract Hauler Agreement, by and between Energy LLC and Dale D. Wright Trucking, Inc., dated as of July 1, 2002.
8. Contract Hauler Agreement, by and between Energy LLC and G&S Pacesetter, Inc., dated as of July 15, 1999.
9. Contract Hauler Agreement, by and between Energy LLC and R.W. Turner, Inc., dated as of July 12, 1999.
10. Contract Hauler Agreement, by and between Energy LLC and H.S.W. Haulers, Inc., dated as of July 1, 1999.
11. Contract Hauler Agreement, by and between Energy LLC and R.C. Webster, Inc., dated as of July 1, 1999.
12. Contract Hauler Agreement, by and between Energy LLC and C&J Buell, Ltd., dated as of August 17, 1999.
13. Contract Hauler Agreement, Marvin N. Deroo, Inc. (Rochester Territory), by and between Energy LLC and Marvin N. Deroo, Inc., dated as of December 3, 1999.
14. Contract Hauler Agreement, by and between Energy LLC and R&T Knisely, Inc., dated as of August 11, 1999.

15. Contract Hauler Agreement, by and between Energy LLC and S&C Woodhouse, Inc., dated as of August 17, 1999.
16. Contract Hauler Agreement, by and between Energy LLC and John H. Kimball, Inc., dated as of July 6, 1999.
17. Contract Hauler Agreement, by and between Energy LLC and K.W.B.H., Inc., dated as of June 25, 1999.
18. Contract Hauler Agreement, by and between Energy LLC and M&W Falkey, Inc., dated as of July 16, 1999.
19. Contract Hauler Agreement, by and between Energy LLC and Thomas R. Davie Trucking, Inc., dated as of July 22, 1999.
20. Contract Hauler Agreement, by and between Energy LLC and Trotter Trucking, Inc., dated as of January 1, 2002.
21. Contract Hauler Agreement, by and between Energy LLC and D.B. Hamilton, Inc., dated as of July 1, 1999.
22. Contract Hauler Agreement, by and between Energy LLC and K-D Hauling, Inc., dated as of July 1, 2003.
23. Contract Hauler Agreement, by and between Energy LLC and Mears Enterprise, Inc., dated as of July 1, 2003.
24. Contract Hauler Agreement, by and between Energy LLC and Karl Gockel Trucking, Inc., dated as of July 1, 2003.
25. Contract Hauler Agreement, by and between Energy LLC and Warran W. Bender, Inc., dated as of July 1, 2003.
26. Contract Hauler Agreement, by and between Energy LLC and R.L. Coe, Inc., dated as of July 1, 2003.
27. Contract Hauler Agreement, by and between Energy LLC and L.A. Billow & Sons Trucking, Inc., dated as of July 1, 2003.
28. Contract Hauler Agreement, by and between Energy LLC and R.J.C.C., Inc., dated as of July 1, 2003.
29. Contract Hauler Agreement, by and between Energy LLC and Aitken Trucking, Inc., dated as of July 1, 2003.
30. Contract Hauler Agreement, by and between Energy LLC and B.T.N.&K., Inc., dated as of July 1, 2003.
31. Contract Hauler Agreement, by and between Energy LLC and R.J. Doran, Inc., dated as of July 1, 2003.

32. Contract Hauler Agreement, by and between Energy LLC and Leduc & Gratton, Inc., dated as of July 1, 2003.
33. Contract Hauler Agreement, by and between Energy LLC and J.A. Mack, Inc., dated as of July 1, 2003.
34. Contract Hauler Agreement, by and between Energy LLC and Peter J. Unwin, Inc., dated as of July 1, 2003.
35. Contract Hauler Agreement, by and between Energy LLC and Kirby's Carriers, Inc., dated as of July 1, 2003.
36. Contract Hauler Agreement, by and between Energy LLC and D& J Trucking, Inc., dated as of July 1, 2003.
37. Contract Hauler Agreement, by and between Energy LLC and M&T Earle Inc., dated as of July 1, 2003.
38. Contract Hauler Agreement, by and between Energy LLC and H.G. Spaulding, Inc., dated as of July 1, 2003.
39. Contract Hauler Agreement, by and between Energy LLC and K.R. Schuyler, Inc., dated as of January 8, 2003.
40. Contract Hauler Agreement, by and between Energy LLC and Michael Carpenter, Inc., dated as of July 1, 2003.
41. Contract Hauler Agreement, by and between Energy LLC and T&S Trucking, Inc., dated as of July 1, 2003.
42. Contract Hauler Agreement, by and between Energy LLC and F.P.T., Inc., dated as of July 1, 2003.
43. Contract Hauler Agreement, by and between Energy LLC and C.E. Gutschmidt, Inc., dated as of July 1, 2003.
44. Contract Hauler Agreement, by and between Energy LLC and Terry W. Fletcher, Inc., dated as of July 1, 2003.
45. Contract Hauler Agreement, by and between Energy LLC and E.J. Lokuta, Inc., dated as of July 1, 2003.
46. Contract Hauler Agreement, by and between Energy LLC and K.D. Burns, Inc., dated as of July 1, 2003.
47. Contract Hauler Agreement, by and between Energy LLC and Dan Junior Trucking, Inc., dated as of July 1, 2003.
48. Contract Hauler Agreement, by and between Energy LLC and John A. Meyer & Son Trucking, Inc., dated as of July 1, 2003.

49. Contract Hauler Agreement, by and between Energy LLC and D. Reper, Inc., dated as of July 1, 2003.
50. Contract Hauler Agreement, by and between Energy LLC and K.C.P.&B. Trucking, dated as of July 1, 2003.
51. Contract Hauler Agreement, by and between Energy LLC and Newaygo, Inc., dated as of July 1, 2003.
52. Contract Hauler Agreement, by and between Energy LLC and Blatt Trucking Company, dated as of July 1, 2003.
53. Contract Hauler Agreement, by and between Energy LLC and Terrance L. Payne Jr., Inc., dated as of July 1, 2003.
54. Contract Hauler Agreement, by and between Energy LLC and Daniel A Liptak, Inc., dated as of July 1, 2003.
55. Contract Hauler Agreement, by and between Energy LLC and Edmil Fuels, Inc., dated as of July 1, 2003.
56. Contract Hauler Agreement, by and between Energy LLC and L.E. Shughart, Inc., dated as of July 1, 2003.
57. Contract Hauler Agreement, by and between Energy LLC and Red Dog Corporation, dated as of July 1, 2003.
58. Contract Hauler Agreement, by and between Energy LLC and Michael Kowalski, Inc., dated as of July 1, 2003.
59. Contract Hauler Agreement, by and between Energy LLC and Porter Transportation, Inc., dated as of July 1, 2003.
60. Contract Hauler Agreement, by and between Energy LLC and E.B. Lieb, Inc., dated as of July 1, 2003.
61. Contract Hauler Agreement, by and between Energy LLC and W.R. Krug, Inc., dated as of July 1, 2003.
62. Contract Hauler Agreement, by and between Energy LLC and R.N. Transport, Inc., dated as of July 1, 2003.
63. Contract Hauler Agreement, by and between Energy LLC and J.&J. Fry, Inc., dated as of July 1, 2003.
64. Contract Hauler Agreement, by and between Energy LLC and W.P. Kauffman, Inc., dated as of July 1, 2003.
65. Contract Hauler Agreement, by and between Energy LLC and Dean A. Gerber, Inc., dated as of July 1, 2003.

66. Contract Hauler Agreement, by and between Energy LLC and Eric L. Myers, Inc., dated as of July 1, 2003.
67. Contract Hauler Agreement, by and between Energy LLC and Stone Valley Service & Delivery, Inc., dated as of July 1, 2003.
68. Contract Hauler Agreement, by and between Energy LLC and Earl E. Krone, Inc., dated as of July 1, 2003.
69. Contract Hauler Agreement, by and between Energy LLC and Jim Bentz, Inc., dated as of July 1, 2003.
70. Contract Hauler Agreement, by and between Energy LLC and Cal Bern, Inc., dated as of July 1, 2003.
71. Contract Hauler Agreement, by and between Energy LLC and M.E. Sterner, Inc., dated as of July 1, 2003.
72. Contract Hauler Agreement, by and between Energy LLC and Eric Diobilda, Inc., dated as of July 1, 2003.
73. Contract Hauler Agreement, by and between Energy LLC and Around The World Balloons, Inc., dated as of July 1, 2003.
74. Contract Hauler Agreement, by and between Energy LLC and R.A. Wagner Trucking, LLC, dated as of July 1, 2003.
75. Dealer-Sales Agreement, by and between APC and Louis Vasile (d/b/a D & L Truck Stop, Inc.), dated as of February 2, 1981.
76. Equipment Lease Agreement, by and between APC and Louis Vasile (d/b/a D & L Truck Stop, Inc.), dated as of May 9, 1981.
77. Dealer-Sales Agreement, by and between APC and Fred Foote, Inc. dated as of October 5, 1988
78. Equipment Lease Agreement, by and between APC and Fred Foote, Inc. dated as of October 5, 1988
79. Dealer-Sales Agreement, by and between APC and Sheila J. Predmore dated as of June 30, 1988.
80. Equipment Lease Agreement, by and between APC and Sheila J. Predmore dated as of June 30, 1988.
81. Dealer-Sales and Equipment Lease Agreement, by and between APC and Brattleboro Farm Center dated as of December 11, 1985. (no written agreement available)
82. Dealer-Sales and Equipment Lease Agreement, by and between APC and Elizabeth A Merrill d/b/a Betty's Lakeview Grocery. Customer set up date as of August 11, 1988 in PSS. (no written agreement available)

83. Dealer-Sales and Equipment Lease Agreement, by and between APC and Zachariusz & Anne Dziubak d/b/a Zack's Country Store, Inc. Customer set up date as of January 1, 1989 in PSS. (no written agreement available)
84. Dealer-Sales and Equipment Lease Agreement, by and between APC and Yushak's Store. Customer set up date as of July 15, 1988 in PSS. (no written agreement available)
85. Dealer-Sales and Equipment Lease Agreement, by and between APC and Jim & Joanne Wilcox, d/b/a Wilcox General Store. Customer set up date as of November 2, 1984 in PSS. (no written agreement available)
86. Dealer-Sales and Equipment Lease Agreement, by and between APC and James R Tilp, d/b/a Westkill Garage. Customer set up date as of March 21, 1994 in PSS. (no written agreement available)
87. Dealer-Sales and Equipment Lease Agreement, by and between APC and Gary P. & Martha W. Jurnak d/b/a Chapmans General Store. Customer set up date as of August 15, 1990 in PSS. (no written agreement available)
88. Dealer-Sales and Equipment Lease Agreement, by and between APC and Lee K & Gloria J. Murdie d/b/a Murdies General Store. Customer set up date as of May 8, 1990 in PSS. (no written agreement available)
89. Dealer-Sales and Equipment Lease Agreement, by and between APC and Patricia & Gordon J. DeGaramo, d/b/a Ninevah Country Store. Customer set up date as of March 21, 1994 in PSS. (no written agreement available)
90. Dealer-Sales and Equipment Lease Agreement, by and between APC and Harold & Suzanne Hunter, d/b/a The Scott Store. Customer set up dated as of October 22, 1986 in PSS. (no written agreement available)
91. Dealer-Sales and Equipment Lease Agreement, by and between APC and Denis Lavigne d/b/a North Lawrence Super Market. Customer set up date as of November 11, 1992 in PSS. (no written agreement available)
92. Dealer-Sales Agreement, by and between APC and Louis Vasile (d/b/a D & L Truck Stop, Inc.), dated as of February 19, 1987.