

02-09-2004



102664193

To the Honorable Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office, Washington, D.C. 20231. Attached original documents or copy thereof.

1. Name of conveying party(ies):

2.5.04

Bodie-Hoover Petroleum Corporation

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

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

3. Nature of conveyance:

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

Execution Date: July 3, 2003

2. Name and address of receiving party(ies)

Name: Warren Oil Company, Inc.

Internal Address:

Address:

Street Address: U.S. Highway 301

City: Dunn State: NC Zip: 28334

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State North Carolina
- 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) 2,133,572 and 1,411,899 and 380,020

Additional number(s) attached  Yes  No

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

Name: Larry L. Coats

Internal Address: Coats & Bennett, P.L.L.C.

Street Address: 1400 Crescent Green, Suite 300

City: Cary State: NC Zip: 27511

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:

DO NOT USE THIS SPACE

9. Signature.

Larry L. Coats  
Name of Person Signing

Jay L. Coats  
Signature

1/30/04  
Date

Total number of pages including cover sheet, attachments, and document: 5

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

02/06/2004 EDOOPER 00000027 8133572

01 FC:8521 40.00 OP  
02 FC:8522 50.00 OP

## Trade Mark Assignment

This Agreement is made this \_\_\_ day of July, 2003, by Howard B. Samuels, not individually but solely as Assignee of the Bodie-Hoover Petroleum Corporation Creditors Trust ("Seller"), and Warren Oil Co., Inc. ("Buyer") in order to transfer to Buyer certain trademarks of Seller.

### WITNESSETH

WHEREAS, Bodie-Hoover Petroleum Corporation ("Company") made an assignment for the benefit of creditors, and under said assignment Howard B. Samuels is acting not individually but solely as Assignee of the Bodie-Hoover Petroleum Corporation Creditors Trust;

WHEREAS, Buyer is purchasing from Seller substantial assets of Company's lubricating oils and antifreeze business pursuant to its Offer dated July 3, 2003; and

WHEREAS, Buyer wants to acquire as part of its acquisition of the Seller's assets listed in said Offer the Company's trademarks, and Seller acting as Assignee as described above desires to transfer such trademarks;

NOW THEREFORE, the parties agree as follows:

**1. Trademarks.** Seller hereby assigns and transfers to Buyer all of its and Company's rights in the following marks, plus any other trademarks it may hold, whether registered or not:

- (a) "Pennstate" (for lubricating oils, #543,537);
- (b) "Pennstate" (for antifreeze, #679,733);
- (c) "Stacool" (#1,411,899 earlier number 238,435);
- (d) "Sealed Power" (#380,020); and
- (e) "Motor Seal" (#554,317).

**2. Penn State Agreement.** Buyer is subject to the agreement made in 1997 between Pennsylvania State University and Company (including any of its assignees) and regarding the use of the words "Penn" and "State" trademark. A copy of the agreement is attached hereto.

**3. Obligations of Assignee/Buyer.** Buyer shall be responsible for notifying any governmental authority as need be and for renewals of all such registrations assigned in this Agreement.

**4. Representations of Agent and Assignor.** Seller makes no representation whether the registrations of all the trademarks listed above have been renewed to be in effect as of this date, and Seller is transferring them as is, where is.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first listed above.

**BUYER:**


WARREN OIL CO., Inc.

By

  
President

**SELLER:**

By

  
Howard B. Samuels, not individually but solely as Assignee of the Bodie-Hoover Petroleum Corporation Creditors Trust