

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fuel Partners, L.P.		05/25/2005	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	AutoGas Systems, Inc.		
Street Address:	1201 Estates Drive, Suite D		
City:	Abilene		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2554179	FUEL REWARDS	
Serial Number:	76584488	FUEL REWARDS	
Serial Number:	78225176	CENTEGO MARKETING	
CORRESPONDENCE DATA			
Fax Number:	(972)583-7864		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	972-583-1572		
Email:	smith.patents@sbcglobal.net		
Correspondent Name:	Steven W. Smith		
Address Line 1:	7237 Birchwood Drive		
Address Line 4:	Dallas, TEXAS 75240		
NAME OF SUBMITTER:	Steven W. Smith		
Signature:	/steven smith/		

OP \$90.00 2554179

Date:

06/06/2005

Total Attachments: 2

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Trademark Assignment

THIS TRADEMARK ASSIGNMENT, effective as of May 25, 2005, is between Fuel Partners, L.P. ("ASSIGNOR"), a Texas Limited Partnership with offices at 14850 Quorum Drive, Suite 400, Dallas, Texas 75254, and AutoGas Systems, Inc. ("ASSIGNEE"), a Delaware corporation with offices at 1201 Estates Drive, Suite D, Abilene, Texas 79602.

WHEREAS, ASSIGNOR is the owner of U.S. Trademark Registration No. 2,554,179 for the mark "FUEL REWARDS"; Trademark Application No. 76/584,488 for the mark "FUEL REWARDS"; and Trademark Application No. 78/225,176 for the mark "CENTEGO MARKETING" (collectively, "the Marks"), together with any domain names related thereto, and the goodwill of the business symbolized thereby in connection with the goods and/or services on which the Marks are used ("the Products").

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks, domain names, and goodwill.

NOW, THEREFORE, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Marks and domain names, together with (1) the goodwill of the business relating to the Products in respect upon which the Marks are used and for which they are registered; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Marks.

ASSIGNOR further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Marks and domain names.

Nothing in this TRADEMARK ASSIGNMENT shall alter any liability or obligation of Seller or Buyer arising under the Asset Purchase Agreement between them dated as of April 22, 2005.

IN TESTIMONY WHEREOF, I have duly executed this Assignment this 25th day of May 2005.

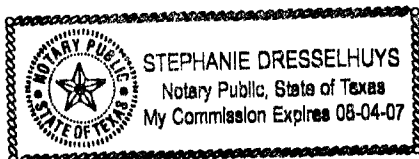
Fuel Partners, L.P., a Texas Limited Partnership
Assignor
By: FUEL MARKETING SOLUTIONS, INC.,
d/b/a Centego Marketing, its general partner

By: Steven Rosenberg
Steven Rosenberg
Chief Executive Officer

STATE OF TEXAS)
COUNTY OF Dallas) S.S.

BEFORE ME, the undersigned authority, on this day personally appeared Steven Rosenberg, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 25 day of May, 2005.



Notary Public Stephanie Dresselhuys
My Commission Expires: 08-04-07

SEAL