

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

11037-1

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Texor Petroleum Company, Inc.

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

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) June 1, 2008

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: World Fuel Services, Inc.

Internal

Address: Suite 400

Street Address: 9800 N.W. 41st St.

City: Miami

State: FL

Country: USA Zip: 33178

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Texas
- Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115

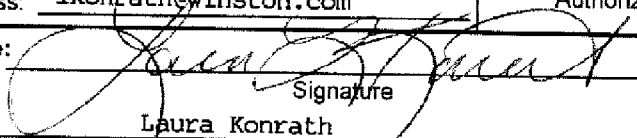
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 232428
Authorized User Name Laura Konrath

9. Signature:


Signature
Laura Konrath
Name of Person Signing

6/11/08
Date

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$115.00 232428 2119982

Continuation
Item 7

SCHEDULE A

Mark

Registration Number

MINUTEMAN (words)

2,119,982

MINUTEMAN (stylized logo)

2,180,143

FUELING PERFORMANCE

3,078,375

TEXOR

3,094,794

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of June 1, 2008 by and between Texor Petroleum Company, Inc., an Illinois corporation ("Assignor"), and World Fuel Services, Inc., a Texas corporation ("Assignee").

WHEREAS, Assignor, Assignee, World Fuel Services Corporation, a Florida corporation, Thomas E. Gleitsman and Anthony E. Speiser have entered into that certain Asset Purchase Agreement dated as of March 28, 2008 (the "Purchase Agreement"), pursuant to which Assignor has agreed to assign to Assignee all Intellectual Property used in or related to the conduct of the Business, including without limitation: (a) all trademarks (registered or unregistered) and trade names and United States trademark registrations and applications therefor identified and set forth on Schedule A hereto (the "Marks"); and (b) the goodwill of the Business associated with the Marks; and

WHEREAS, pursuant to the Purchase Agreement, Assignee wishes to acquire and Assignor wishes to assign all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the Business associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.
2. Assignor hereby sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the Business associated with the Marks, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States or any foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives.
3. Assignor shall provide to Assignee, its successors, assigns or other legal representatives (in each case, at Assignee's expense), cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation), at Assignee's reasonable request: (i) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (ii) in the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned hereby; (iii) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (iv) in the implementation or perfection of this Assignment.

4. Assignor consents to Assignee's request that the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, record Assignee as the assignee and owner of the Marks.

5. This Assignment shall be effective as of the Effective Time.

6. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signature pages follow]

IN TESTIMONY WHEREOF, Assignor and Assignee have executed this Trademark Assignment on the date indicated.

TEXOR PETROLEUM COMPANY, INC.

By: [Signature]

Name: Anthony E. Speiser

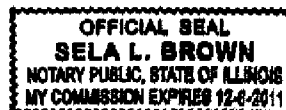
Title: President

State of Illinois)
County of Cook) SS

On this 29th day of May, 2008, before me, Sela L. Brown, the undersigned Notary Public, personally appeared Anthony E. Speiser personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

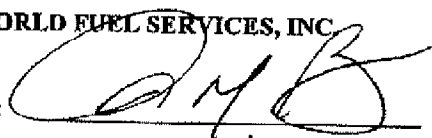
WITNESS my hand and official seal.

[Signature]
Notary's Signature



WORLD FUEL SERVICES, INC

By:



Name: IRA M. BIRNS

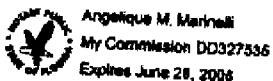
Title: VP

State of Florida)
) SS
County of Dade)

On this 29 day of MAY, 2008, before me, IRA M. BIRNS, the undersigned Notary Public, personally appeared _____ personally known to me OR _____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Angelique Marinelli
Notary's Signature



SCHEDULE A

<u>Mark</u>	<u>Registration Number</u>
MINUTEMAN (words)	2,119,982
MINUTEMAN (stylized logo)	2,180,143
FUELING PERFORMANCE	3,078,375
TEXOR	3,094,794

WINSTON & STRAWN LLP

35 West Wacker Drive, Chicago, Illinois 60601-9703
P: (312) 558-5600 F: (312) 558-5700

Electronic
Letterhead

CHARLOTTE * CHICAGO * GENEVA * LONDON * LOS ANGELES * MOSCOW * NEW YORK * NEWARK * PARIS * SAN FRANCISCO * WASHINGTON, D.C.

(312) 558-6352

June 10, 2008

VIA TELECOPIER

U.S. Patent & Trademark Office
Assignment Division
Box Assignments
1213 Jefferson Davis Hwy.
Suite 320
Washington, DC 20231

Re: Client #11037/1 World Fuel Services

Dear Commissioner:

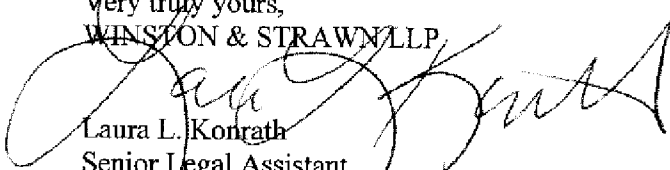
Enclosed is a Trademark Assignment. Please file the enclosed with the Trademark Assignment Department of the U.S. Patent and Trademark Office.

Please deduct \$115 from Deposit Account #232428. When the filing process is completed, please send the file-stamped document to:

Fax to Laura Konrath c/o Winston & Strawn (312) 558-5700 or send via email to lkonrath@winston.com

Should you require any additional information, please do not hesitate to call. Thank you for your attention to this matter.

Very truly yours,
WINSTON & STRAWN LLP


Laura L. Konrath
Senior Legal Assistant

LLK:cl
Enclosures

TRADEMARK
REEL: 003793 FRAME: 0787

WINSTON & STRAWN LLP

Facsimile

35 W. WACKER DRIVE, CHICAGO IL 60601-9703
312-558-5600

200 PARK AVENUE NEW YORK, NY 10022-4199 212-294-2700	1400 L STREET, N.W. WASHINGTON, DC 20005-3502 202-771-8700	30th Floor, 333 South Grand Ave. LOS ANGELES, CA 90071-1543 213-616-1700	101 CALIFORNIA STREET SAN FRANCISCO CA 94111-5804 415 591-1000	43 RUE DU RHODÉ 1204 GENEVA, SWITZERLAND 41-22-317-75-75	21 AVENUE VICTOR HUGO 75116 PARIS, FRANCE 33-1-63-64-52-52	BANKERS BUILDING 3 OXFORD VICTORIA STREET LONDON, ENGLAND EC4A 3BH 44-20-7429-0000
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Fax Number: 312-558-5700

FROM: Laura Konrath
312-558-6352

DATE: 6/11/08

CHARGEBACK:
11028
11037/1

Please Deliver as Soon as Possible To:

	RECIPIENT	COMPANY	FAX NO.	PHONE NO.
1.	MAIL STOP ASSIGNMENT RECORDATION SERVICE	USPTO	(571) 273-0140	

Total number of pages including this page: 9 pages

COMMENTS

CONFIRMATION OF RECEIPT REQUESTED

- Enclosed:
- Facsimile Cover Sheet
 - Cover Letter
 - Recordation Cover Sheet
 - Schedule of U.S. Trademarks
 - Trademark Assignment

IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL AS SOON AS POSSIBLE. THANK YOU.
312-558-6352

The information contained in this facsimile message is attorney privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

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Operator Initials: _____
Confirmation: Yes _____ Name: _____ No: _____