

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Intellectual Property		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Peterborough Oil Co., Inc.		06/17/2008	CORPORATION: NEW HAMPSHIRE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alliance Energy LLC		
<b>Street Address:</b>	57 Bedford Street, Suite 102		
<b>City:</b>	Lexington		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02420		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2597074	MR. MIKE'S	
Registration Number:	2638291	MR. MIKE'S MINI-MART	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-951-8084		
<b>Email:</b>	ashley.scibelli@bingham.com		
<b>Correspondent Name:</b>	Ashley B. Scibelli		
<b>Address Line 1:</b>	One Federal Street		
<b>Address Line 2:</b>	Bingham McCutchen LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02129		
<b>NAME OF SUBMITTER:</b>	Ashley B. Scibelli		
<b>Signature:</b>	/Ashley B. Scibelli/		
<b>Date:</b>	06/23/2008		

OP \$65.00 2597074

**Total Attachments: 16**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

17<sup>th</sup> THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Agreement") is made this day of June, 2008, by and between Peterborough Oil Co., Inc., a New Hampshire corporation, with a place of business at 665 North Main Street, Leominster, Massachusetts 04153 (the "Assignor"), and Alliance Energy LLC, a Massachusetts limited liability company (successor by statutory conversion to Alliance Energy Corp.), with a place of business at 57 Bedford Street, Suite 102, Lexington, Massachusetts 02420 (the "Assignee").

### RECITALS

WHEREAS, the Assignor has caused to be registered in its name the trade names "Mr. Mike's", "Mr. Mike's Mini Mart", "Mr. Mike's Convenience Store", and "Mr. Mike's Market" (collectively, the "Trade Names") with the New Hampshire Secretary of the State and Secretary of the Commonwealth of Massachusetts (collectively, the "Secretary of State"); and

WHEREAS, the Assignor is the owner of the servicemark MR. MIKE'S, registered with the United States Patent and Trademark Office ("USPTO") as registration number 2,597,074, registered July 23, 2002 and the trademark MR. MIKE'S MINI MART registered with the USPTO as registration number 2,638,291 on October 22, 2002, all as more particularly identified on Exhibit A attached hereto (the "Trademark") (the Trade Names and Trademark are sometimes collectively referred to as the "Intellectual Property"); and

WHEREAS, the Assignor, intending to sell substantially all of its business assets and to assign certain of its contractual obligations to the Assignee in a commercial transaction pursuant to the terms of that certain retail Asset Purchase Agreement and that certain wholesale Asset Purchase Agreement each dated February 15, 2008, by and among the Assignor, the Assignee and others, respectively (collectively referred to as the "Asset Purchase Agreements"), desires to assign to the Assignee all of its rights and interests to the Intellectual Property to the Assignee and the Assignee desires to accept such assignment and to assume all obligations pursuant to the terms of the Asset Purchase Agreements.

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

1. Assignment.

(a) The Assignor hereby grants, transfers, assigns, and conveys to the Assignee, its successors and assigns, the entire title, right, interest, ownership and all subsidiary rights in and to the Intellectual Property including, but not limited to, the right to secure trade name, service mark or trademark registration or reservation with the Secretary of State and/or the United States Patent and Trademark Office and to any resulting registration or reservation in the Assignee's

name as registrant or reservor, and the right to secure renewals, reissues, and extensions of any such Intellectual Property registration or reservation in the United States of America or any foreign country.

(b) The Assignor hereby confirms that the Assignee and its successors and assigns, owns the entire title, right and interest in the Intellectual Property, including the right to register or reserve any derivative name based upon any reasonable derivation of the Trade Names or the Trademark. The Assignor agrees that no rights in the Intellectual Property are retained by the Assignor.

2. Further Action. The Assignor agrees to take all actions and cooperate as is reasonable and necessary to protect the Assignee's right to the Intellectual Property and further agrees to execute any document that might be reasonably necessary to perfect the Assignee's ownership of the Intellectual Property and that might be reasonably necessary to perfect registration or reservation with the Secretary of State and/or the United States Patent and Trademark Office.

3. Transfer.

(a) The Assignor hereby directs the Secretary of State, to transfer the Trade Names from the Assignor to the Assignee on its records, if necessary, and to look only to the Assignee for any fee due pursuant to the reservation, registration or renewal of the Trade Names.

(b) The Assignor hereby directs the United States Patent and Trademark Office, to transfer the Trademark from the Assignor to the Assignee on its records, if necessary, and to look only to the Assignee for any fee due pursuant to the reservation, registration or renewal of the Trademark.

4. Headings. The headings used herein are inserted for convenience of reference only and shall not define, limit, extend or describe the scope of this Agreement or affect the construction or interpretation hereof.

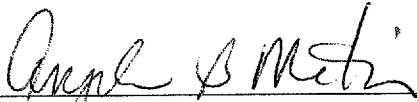
5. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of and be enforceable by, the parties hereto and their respective successors and assigns.

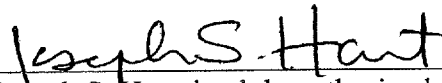
6. Complete Agreement. This Agreement sets forth the entire agreement by and between the Assignor and the Assignee concerning the subject matter hereof; provided, however, that nothing in this Agreement shall alter as between the Assignor and the Assignee their respective indemnification rights and obligations under the terms of the Asset Purchase Agreements.

7. Governing Law; Jurisdiction. This Agreement shall be governed, construed and interpreted by, and in accordance with, the laws of the State of New Hampshire, excluding choice of law rules or rulings. The parties hereto consent to the jurisdiction of the courts of the State of New Hampshire and the United States District Court for the District of New Hampshire, as well as to the jurisdiction of all courts from which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of its obligations hereunder, and expressly waive any and all objections that any of them may have as to venue in any such courts.

IN WITNESS WHEREOF, this Assignment of Intellectual Property has been duly executed by each of the parties hereto as of the date hereinbefore first written.

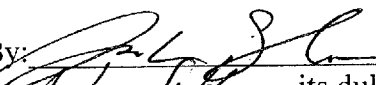
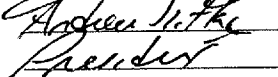
PETERBOROUGH OIL CO., INC.  
(the "Assignor")

  
Witness

By:   
Joseph S. Hart, its duly authorized  
President

ALLIANCE ENERGY LLC  
(the "Assignee")

  
Witness

By:   
, its duly authorized  
President

**Exhibit A**

[See Attached United States Patent and Trademark Office Certificate of Registration]

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# SÆGIS™

Created on 2008/06/02 19:33 GMT

## Strategy

Your Reference 0170265/0000332763/13785

Selected Databases **Trademark Databases:** U.S. Federal, International (IR) trademarks with protection in selected countries ONLY

**Criteria Options:** *Active Only: off, Plurals: on, Cross References: on*

Q1 : 59 - Named Company : **Peterborough**

Q2 : 12112 - Named Company : **oil**

Q3 : 3 - Named Company : **Peterborough and oil**

**Options:** *Active Only: off, Plurals: off, Cross References: off*

Q4 : 3 - Named Company : **PETERBOROUGH OIL CO., INC.**

**Search Date** 2008/06/02 19:32 GMT

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## Hits Overview

Hit No.	Query	Trademark	Database	Status	Class	Owner Name
<u>US-1</u>	Q4	Design Only	U.S. Federal	ABANDONED Intent to Use	35	PETERBOROUGH OIL CO., INC.
<u>US-2</u>	Q4	MR. MIKE'S MINI- MART	U.S. Federal	REGISTERED	35	PETERBOROUGH OIL CO., INC.
<u>US-3</u>	Q4	MR. MIKE'S	U.S. Federal	REGISTERED	35	PETERBOROUGH OIL CO., INC.



## Full Text Record(s)

Design Only

U.S. Federal US-1-Q4

Image



Trademark Design Only  
Design Type DESIGN ONLY  
Database U.S. Federal

Application Number 76221593

Status ABANDONED  
Intent to Use

Status According to PTO (606) ABANDONED-NO STATEMENT OF USE FILED

USPTO Status Date 06-AUG-2002

Application Date 08-MAR-2001

Allowance Filed 05-FEB-2002

Published 13-NOV-2001

Abandoned 06-AUG-2002

International Class(es) 35 (Advertising and business services)

Goods and Services (INT. CL. 35) BUSINESS SERVICES, NAMELY, RETAIL STORE SERVICES FEATURING CONVENIENCE STORE ITEMS, IN THE FORM OF NEWSPAPERS, MAGAZINES, FOODS, DRINKS, AND AUTOMOTIVE OILS, GASOLINE AND DIESEL FUELS; MISCELLANEOUS SERVICES, NAMELY, RETAIL CARRY-OUTPREPARED FOODS SERVICES, IN THE FORM OF SANDWICHES, SALADS, BEVERAGES AND ICE CREAM

Owner at Publication PETERBOROUGH OIL CO., INC.  
NEW HAMPSHIRE CORPORATION  
665 NORTH MAIN STREET  
LEONMINSTER, MASSACHUSETTS 01453

Applicant PETERBOROUGH OIL CO., INC.  
NEW HAMPSHIRE CORPORATION  
665 NORTH MAIN STREET  
LEONMINSTER, MASSACHUSETTS 01453

Filing Attorney GEORGE W. DISHONG

Reference Number TR131-SMTOON

**Correspondent Info** GEORGE W. DISHONG  
DISHONG LAW OFFICES  
40 BRYANT ROAD  
JAFFREY NEW HAMPSHIRE 03452

**Design Codes** 020103 BOYS  
020301 HEADS,FACES,BUSTS,UPPER TORSO ONLY  
020304 STYLIZED REPRESENTATIONS

**History** 28-DEC-2002 ABANDONMENT - NO USE STATEMENT FILED  
05-FEB-2002 NOTICE OF ALLOWANCE-MAILED  
13-NOV-2001 PUBLISHED FOR OPPOSITION  
24-OCT-2001 NOTICE OF PUBLICATION  
28-SEP-2001 APPROVED FOR PUB - PRINCIPAL REGISTER  
11-SEP-2001 EXAMINER'S AMENDMENT MAILED  
31-AUG-2001 PREVIOUS ALLOWANCE COUNT WITHDRAWN  
11-JUL-2001 APPROVED FOR PUB - PRINCIPAL REGISTER  
28-JUN-2001 ASSIGNED TO EXAMINER  
28-JUN-2001 ASSIGNED TO EXAMINER

Image



**Trademark** MR. MIKE'S MINI-MART

**Cross References** MISTER MIKE'S MINI-MART

**Design Type** WORD AND DESIGN

**Database** U.S. Federal

**Application Number** 76118141

**Registration Number** 2638291

**Status** REGISTERED

**Status According to PTO (700)** REGISTERED

**USPTO Status Date** 22-OCT-2002

**Application Date** 28-AUG-2000

**Published** 30-JUL-2002

**Registration Date** 22-OCT-2002

**International Class(es)** 35 (Advertising and business services)

**Goods and Services** (INT. CL. 35) BUSINESS SERVICES, NAMELY, RETAIL STORE SERVICES FEATURING CONVENIENCE STORE ITEMS, IN THE FORM OF NEWSPAPERS, MAGAZINES, FOODS, DRINKS, AND AUTOMOTIVE OILS, GASOLINE AND DIESEL FUELS

**International Class** International Class: 35

**First Used:** DEC-1996

**In Commerce:** DEC-1996

**Registrant** PETERBOROUGH OIL CO., INC.  
NEW HAMPSHIRE CORPORATION  
P.O. BOX 3105  
PETERBOROUGH, NEW HAMPSHIRE 03458

**Owner at Publication** PETERBOROUGH OIL CO., INC.  
NEW HAMPSHIRE CORPORATION  
P.O. BOX 3105  
PETERBOROUGH, NEW HAMPSHIRE 03458

**Applicant** PETERBOROUGH OIL CO., INC.  
NEW HAMPSHIRE CORPORATION  
P.O. BOX 3105  
PETERBOROUGH, NEW HAMPSHIRE 03458

**Filing Attorney** GEORGE W. DISHONG

**Reference Number** TR842-SMMIKE

**Correspondent Info** GEORGE W. DISHONG  
DISHONG LAW OFFICES  
40 BRYANT RD  
JAFFREY NH 03452-5406

**Disclaims** "MINI-MART"

**Design Codes** 261111 RECTANGLES WITH ONE OR MORE ROUNDED CORNERS  
300113 M  
300119 S  
300503 FIRST LETTER OF A WORD FIRST NUMERAL OF A NUMBER STRING  
300504 LETTERS EMBEDDED IN A WORD NUMERALS EMBEDDED IN A NUMBER STRING  
310301 STRAIGHT UNDERLINING  
310307 MORE THAN ONE UNDERLINE

**History** 28-JAN-2008 CASE FILE IN TICRS  
22-OCT-2002 REGISTERED-PRINCIPAL REGISTER  
30-JUL-2002 PUBLISHED FOR OPPOSITION  
10-JUL-2002 NOTICE OF PUBLICATION  
02-JAN-2002 APPROVED FOR PUB - PRINCIPAL REGISTER  
04-SEP-2001 CORRESPONDENCE RECEIVED IN LAW OFFICE  
06-MAR-2001 NON-FINAL ACTION MAILED  
22-FEB-2001 ASSIGNED TO EXAMINER

**Trademark** MR. MIKE'S  
**Cross References** MISTER MIKE'S  
**Design Type** WORD ONLY  
**Database** U.S. Federal  
**Application Number** 76118142  
**Registration Number** 2597074  
**Status** REGISTERED  
**Status According to PTO (700)** REGISTERED  
**USPTO Status Date** 23-JUL-2002  
**Application Date** 28-AUG-2000  
**Published** 30-APR-2002  
**Registration Date** 23-JUL-2002  
**International Class(es)** 35 (Advertising and business services)  
**Goods and Services (INT. CL. 35)** BUSINESS SERVICES, NAMELY, RETAIL STORE SERVICES FEATURING CONVENIENCE STORE ITEMS, IN THE FORM OF NEWSPAPERS, MAGAZINES, FOODS, DRINKS, AND AUTOMOTIVE OILS, GASOLINE AND DIESEL FUELS  
**International Class** International Class: 35  
**First Used:** DEC-1996  
**In Commerce:** DEC-1996  
**Registrant** PETERBOROUGH OIL CO., INC.  
NEW HAMPSHIRE CORPORATION  
665 NORTH MAIN STREET  
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**Owner at Publication** PETERBOROUGH OIL CO., INC.  
NEW HAMPSHIRE CORPORATION  
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LEONMINSTER, MASSACHUSETTS 01453  
**Applicant** PETERBOROUGH OIL CO., INC.  
NEW HAMPSHIRE CORPORATION  
665 NORTH MAIN STREET  
LEONMINSTER, MASSACHUSETTS 01453  
**Filing Attorney** GEORGE W. DISHONG  
**Reference Number** TR841-SMMIKE  
**Correspondent Info** GEORGE W. DISHONG  
DISHONG LAW OFFICES  
40 BRYANT RD  
JAFFREY NH 03452-5406  
**History** 02-NOV-2007 CASE FILE IN TICRS  
23-JUL-2002 REGISTERED-PRINCIPAL REGISTER  
30-APR-2002 PUBLISHED FOR OPPOSITION  
10-APR-2002 NOTICE OF PUBLICATION  
02-JAN-2002 APPROVED FOR PUB - PRINCIPAL REGISTER  
04-SEP-2001 CORRESPONDENCE RECEIVED IN LAW OFFICE

06-MAR-2001 NON-FINAL ACTION MAILED  
22-FEB-2001 ASSIGNED TO EXAMINER

## Owner Index

Design Only PETERBOROUGH OIL CO., INC.  
Ref.US-1:Q4

MR. MIKE'S MINI-MART PETERBOROUGH OIL CO., INC.  
Ref.US-2:Q4

MR. MIKE'S PETERBOROUGH OIL CO., INC.  
Ref.US-3:Q4

## File Dates

**U.S. Federal** Date Updated: 31-MAY-2008

OFFICIAL GAZETTE PUBLISHED ON: 27-MAY-2008

USPTO TEXT

COMPLETE FILINGS THROUGH: 21-MAY-2008

ADDITIONAL FILINGS THROUGH: 26-MAY-2008

APPLICATION DRAWING PAGES

COMPLETE FILINGS THROUGH: 26-MAY-2008

ADDITIONAL FILINGS THROUGH: 26-MAY-2008

IMAGES CODED THROUGH: 13-MAY-2008

**International Register** Date Updated: 30-MAY-2008

Gazette of International Marks no. 15/2008, dated 15-MAY-2008

Unpublished Applications made available by the WIPO as of 21-MAY-2008



**RECORDATION FORM COVER SHEET  
 TRADEMARKS ONLY**

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):**

Peterborough Oil Co., Inc.

- Individual(s)                       Association  
 General Partnership            Limited Partnership  
 Corporation- State: New Hampshire  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) June 17, 2008

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

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Alliance Energy LLC

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 800 South Street, Suite 200

City: Waltham

State: Massachusetts

Country: United States of America Zip: 02454

- Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_

Other limited liability co Citizenship Massachusetts

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)

2597074  
2638291

Additional sheet(s) attached?  Yes  No

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

2597074: "MR. MIKE'S";  
2638291: See Attached Image

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

Name: C. Forbes Sargent III, Esq.

Internal Address: c/o Sherin and Lodgen LLP, 30th Floor

Street Address: 101 Federal Street

City: Boston

State: MA Zip: 02110

Phone Number: 617-646-2189

Fax Number: 617-464-2222

Email Address: Cfsargent@sherin.com

**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00**

- 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 \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: [Handwritten Signature]

Signature

6/17/08

Date

Mark Cosenza, Senior Vice President

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 14

ATTACHMENT SHEET

CONTINUATION OF THE INFORMATION  
PROVIDED IN ITEM 4 C

**“MR. MIKE’S MINI-MART”  
REGISTRATION No. 2638291:**

