

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United Communications Group Limited Partnership		01/05/2011	LIMITED PARTNERSHIP: MARYLAND
RECEIVING PARTY DATA			
Name:	Oil Price Information Service, LLC		
Street Address:	9737 Washingtonian Blvd		
Internal Address:	Suite 100		
City:	Gaithersburg		
State/Country:	MARYLAND		
Postal Code:	20878		
Entity Type:	LIMITED LIABILITY COMPANY: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3685323	REGULAR 9 10 PREM 9 10 DIESEL 9 10	
CORRESPONDENCE DATA			
Fax Number:	(301)287-2761		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	301-287-2266		
Email:	smcvearry@ucg.com		
Correspondent Name:	Stephen McVeary		
Address Line 1:	9737 Washingtonian Blvd		
Address Line 2:	Suite 100		
Address Line 4:	Gaithersburg, MARYLAND 20878		
NAME OF SUBMITTER:	Stephen McVeary		
Signature:	/Stephen McVeary/		
Date:	01/05/2011		

TRADEMARK

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OP \$40.00 3685323

Total Attachments: 2

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## **TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (this "**Agreement**") is made this 5<sup>th</sup> day of January, 2011, by and between United Communications Group Limited Partnership, a Maryland limited partnership ("**Assignor**"), and Oil Price Information Service, LLC, a Maryland limited liability company ("**Assignee**").

### **RECITALS**

A. Pursuant to the transactions contemplated by a Contribution Agreement dated January 1, 2009, Assignor contributed all of the assets OPIS business to Assignee;

B. Assignor is the owner of the mark REGULAR 9 10 PREM 9 10 DIESEL 9 10, U.S. Trademark Registration No. 3,685,323;

C. Assignor desires to assign and transfer to Assignee all of Assignor's right, title and interest in and to said mark together with the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged as satisfactory and adequate, the parties agree as follows:

#### **1. Assignment.**

Assignor, for itself and its predecessors in title, if any, hereby conveys, transfers, assigns, delivers, and contributes to Assignee: (i) any and all of Assignor's right, title and interest in and to the trademark REGULAR 9 10 PREM 9 10 DIESEL 9 10 (U.S. Trademark Registration No. 3,685,323, the "**Mark**") and all goodwill of the business symbolized by the Mark; (ii) any and all income, royalties, damages, and payments hereafter due or payable to Assignor with respect to the Mark, if any, including without limitation, damages and payments for past or future infringements and misappropriations of the Mark; and (iii) any and all rights to sue for past, present and future infringements or misappropriations of the Mark.

#### **2. Miscellaneous.**

(a) In furtherance of this Agreement, Assignor acknowledges that, from this date forward, the Assignee has succeeded to any and all of Assignor's right, title, and standing to: (i) receive all rights and benefits pertaining to the Mark; (ii) institute and prosecute all suits and proceedings and take all actions that the Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to the Mark; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as the Assignee, in its sole discretion, deems advisable.

(b) Assignor hereby covenants and agrees to promptly execute, acknowledge or deliver all such other and further acts, assignments, transfers, assurances and

instruments, including, but not limited to, requisite filings to be made with the United States Patent and Trademark Office, as Assignee may reasonably request in order to effectuate and perfect the assignment contemplated by this Agreement and to otherwise register and secure in Assignee's name the Mark. Assignor hereby further covenants and agrees not to directly or indirectly contest or dispute, or assist any other party (other than Assignee) to contest or dispute, Assignee's right, title and/or interest in and to the Mark.

(c) This Agreement shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.

(d) This Agreement shall be governed by the laws of the State of Maryland without regard for its conflict of interest laws.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the date first set forth above.

**ASSIGNOR:**

United Communications Group  
Limited Partnership

By: UCG, Inc., its general partner

By:   
Todd Foreman, Vice President

**ASSIGNEE:**

Oil Price Information Service, LLC

By: United Communications Group  
Limited Partnership, its sole  
member

By: UCG, Inc., its general partner

By:   
Todd Foreman, Vice President