

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONDITIONAL ASSIGNMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FuelBelt, Inc.		05/13/2011	CORPORATION: RHODE ISLAND

RECEIVING PARTY DATA

Name:	RBS Citizens, National Association
Street Address:	One Citizens Plaza
City:	Providence
State/Country:	RHODE ISLAND
Postal Code:	02903
Entity Type:	INC. ASSOCIATION: RHODE ISLAND

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	85209204	STAY HYDRATED
Serial Number:	85209200	SPRINT
Serial Number:	85209192	HELIUM
Serial Number:	85209190	HYDROGEN
Serial Number:	85209186	REVENGE
Serial Number:	85279494	XTRI
Serial Number:	85279488	FUELBOX
Serial Number:	85209208	H2O
Serial Number:	85209206	DASH
Serial Number:	76156239	FUELBELT

CORRESPONDENCE DATA

Fax Number: (401)272-5501

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900191846

**TRADEMARK
 REEL: 004541 FRAME: 0311**

OP \$265.00 85209204

Phone: 4012725520
Email: mhowell@rc-legal.com
Correspondent Name: Reavis Cianciolo LLC
Address Line 1: 55 Dorrance Street, Suite 200
Address Line 4: Providence, RHODE ISLAND 02903

NAME OF SUBMITTER:	Marcus Howell
Signature:	/Marcus Howell/
Date:	05/13/2011
Total Attachments: 7 source=20110513111846#page1.tif source=20110513111846#page2.tif source=20110513111846#page3.tif source=20110513111846#page4.tif source=20110513111846#page5.tif source=20110513111846#page6.tif source=20110513111846#page7.tif	

CONDITIONAL TRADEMARK ASSIGNMENT

BY

FUELBELT, INC.

IN FAVOR OF

RBC CITIZENS, NATIONAL ASSOCIATION

MAY 13, 2011

TRADEMARK

REEL: 004541 FRAME: 0313

CONDITIONAL TRADEMARK ASSIGNMENT

FuelBelt, Inc., a Rhode Island corporation having an address at 267 Water Street, Second Floor, Warren, Rhode Island 02885 (“Assignor”), pursuant to the terms of a Security Agreement of even date herewith (as amended from time to time, the “Security Agreement”) has concurrently granted to RBS Citizens, National Association, a national banking association with a principal office located at One Citizens Plaza, Providence, Rhode Island 02903 (“Assignee”) a security interest in all of its assets to secure, *inter alia*, the payment and performance of the obligations of Assignor to Assignee as more fully set forth in the Security Agreement. Capitalized terms used but not otherwise defined herein shall have the meanings given in the Security Agreement.

To evidence and perfect the rights of Assignee as grantee of a security interest that has attached in certain of said assets as described below, Assignor has executed and delivered to Assignee *THIS CONDITIONAL TRADEMARK ASSIGNMENT* (this “Assignment”).

1. ***FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND SUBJECT TO THE CONDITIONS SET FORTH HEREIN***, Assignor does hereby conditionally assign, sell, transfer and grant unto Assignee all of Assignor’s right, title and interest in, to and under (but none of its obligations or liabilities) the following, whether presently existing or hereafter arising or acquired: all United States and foreign trademarks now owned or hereafter acquired by Assignor, including all reissues, renewals and extensions thereof, including without limitation, each such trademark registration set forth on *Schedule A*, attached hereto and incorporated herein by reference; (ii) all United States and foreign applications for trademark registration now owned or hereafter acquired by Assignor and all rights throughout the world associated therewith, including without limitation, each such application for trademark registration set forth on *Schedule A*; and (iii) all products and proceeds of the foregoing, including, without limitation, any license royalties, any claim or causes of action of Assignor against any third parties for past, present and future infringements of any of the foregoing, with the right to sue and recover the same in Assignee’s own name and for its own use and behoof; (all of the foregoing, collectively, the “Trademarks”).

2. ***PROVIDED, HOWEVER, THAT ASSIGNOR’S RIGHTS IN THE TRADEMARKS SHALL CONTINUE UNTIL, AND ASSIGNEE SHALL HAVE NO OBLIGATIONS WITH RESPECT TO THE TRADEMARKS UNTIL, AND ASSIGNEE SHALL BE ENTITLED TO EXERCISE ITS RIGHTS AND REMEDIES HEREUNDER IN AND WITH RESPECT TO THE TRADEMARKS ONLY UPON, THE FOLLOWING:***

- (a) the occurrence of an Event of Default as defined in the Security Agreement; and
- (b) the election to exercise by Assignee of any or all of its rights or remedies under the Security Agreement in respect of the Trademarks.

3. Assignor does hereby covenant, acknowledge, affirm and represent, as applicable, that:

- (a) the rights and remedies of Assignee with respect to its interest in the foregoing are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein;
- (b) that nothing in this Assignment shall be in derogation of the rights and remedies of Assignee in and to the Trademarks as more fully set forth in the Security Agreement and as shall be available at law or in equity;
- (c) *Schedule A* contains the true and complete record of (a) all United States and foreign trademark registrations in which Assignor has any interest (“**Registrations**”) and (b) all United States and foreign applications for trademark registrations in which Assignor has any interest (“**Applications**”), in each case except pursuant to a third party license;
- (d) the Trademarks are subsisting and has not been adjudged invalid or unenforceable, in whole or in part;
- (e) to its knowledge, all of the Trademarks are valid and enforceable; and
- (f) to its knowledge, Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to all of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation shop rights, covenants by such Assignor not to sue third persons, and licenses other than those granted in the ordinary course of business in connection with distribution, supply, production, development and marketing contracts.

4. Assignor covenants that, until all of the Obligations (as defined in the Security Agreement) shall have been satisfied in full, it will not enter into any agreement (including, but not limited to, a license agreement) which is inconsistent with Assignor’s obligations under this Assignment, without Assignee’s prior written consent.

5. Assignor covenants that if, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new Trademarks, the provisions of this Assignment shall automatically apply thereto and Assignor shall give to Assignee notice of any new Registrations or Applications in writing within 60 days of Assignor’s knowledge or filing of same.

6. Assignee is hereby authorized to file with the United States Patent and Trademark Office, either in hard copy or via the Electronic Trademark Assignment System, evidence of the conditional assignment and security interest granted hereunder and under the Security Agreement. Pursuant to the terms of **Section 5**, Assignor shall notify Assignee in the event it acquires an interest in or files any additional Registrations or Applications, and *Schedule A* shall be deemed to be amended accordingly upon such notice.

7. Assignor shall indemnify, defend and hold Assignee, its affiliates and their respective directors, officers, employees and agents (“**Assignee’s Indemnified Parties**”) harmless from and against all damages, losses or expenses suffered or paid as a result of any and all claims, demands, suits, causes of action, proceedings, judgments and liabilities, including reasonable attorneys’ fees incurred in litigation or otherwise assessed, incurred or sustained by or against Assignee’s Indemnified Parties or any of them with respect to or arising out of or in any way connected

Assignee's breach of this Assignment, except to the extent resulting from Assignee's gross negligence or willful misconduct.

8. At such time as Assignor shall completely and finally satisfy all of the Obligations, Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by Assignee pursuant to the Security Agreement.

Signatures appear on the following page

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed in its name and on its behalf, as an instrument under seal (whether any such seals are physically attached hereto), on the day and year first written above.

ASSIGNOR:

WITNESS:

FUELBELT, INC.

By: [Signature]
Name: Stephen K. Winters, Jr.

By: [Signature]
Name: Vinu P. Malik
Title: President

ASSIGNEE:

WITNESS:

RBS CITIZENS, NATIONAL ASSOCIATION

By: [Signature]
Name: James O. Reavis

By: [Signature]
Name: Peter J. DiFilippo
Title: Vice President

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, on the 13th day of May, 2011, before me, the undersigned notary public, personally appeared Vinu P. Malik, President of FuelBelt, Inc.,

personally known to me or

proved to me through satisfactory evidence of identification, which was Driver's License #2514941

to be the party executing the forgoing instrument and he acknowledges that said instrument by his executed is his free act and deed and the free act and deed of FuelBelt, Inc.

[Signature]
Notary Public
Print Name: James O. Reavis
My Commission Expires: 7/9/14

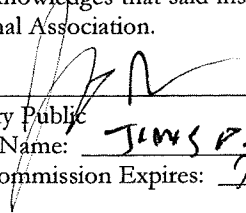
STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, on the 13th day of May, 2011, before me, the undersigned notary public, personally appeared Peter J. DiFilippo, Vice President of RBS Citizens, National Association,

personally known to me or

proved to me through satisfactory evidence of identification, which was _____,

to be the party executing the forgoing instrument and he acknowledges that said instrument by his executed is his free act and deed and the free act and deed of RBS Citizens, National Association.



Notary Public

Print Name: James P. Davis

My Commission Expires: 2/2/14

SCHEDULE A

TRADEMARKS

	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
	85209204		STAY HYDRATED	TARR	LIVE
	85209200		SPRINT	TARR	LIVE
	85209192		HELIUM	TARR	LIVE
	85209190		HYDROGEN	TARR	LIVE
	85209186		REVENGE	TARR	LIVE
	85279494		XTRI	TARR	LIVE
	85279488		FUELBOX	TARR	LIVE
	85209208		H2O	TARR	LIVE
	85209206		DASH	TARR	LIVE
	76156239	2537992	FUELBELT	TARR	LIVE