

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
Mid Town Petroleum, Inc.		11/08/2010	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Mid-Town Petroleum Acquisition, LLC
Street Address:	9707 S 76th Ave
City:	Bridgeview
State/Country:	ILLINOIS
Postal Code:	60455
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1457062	SUPER DRI
Registration Number:	1290994	LUBRI-FAX
Registration Number:	3567386	ALLTANK
Registration Number:	3569633	ALLTANK
Registration Number:	3618592	SUPER II BRAND
Registration Number:	3704160	ALLFLEET
Registration Number:	3601529	SUPER BRAND
Registration Number:	3611466	MID-TOWN

CORRESPONDENCE DATA

Fax Number: (312)521-2875
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3125212775
 Email: ipdocket@muchshelist.com
 Correspondent Name: Adam K Sacharoff
 Address Line 1: 191 N Wacker Drive, Suite 1800

900196025

TRADEMARK
REEL: 004574 FRAME: 0179

CH \$215.00 1457062

Address Line 2: Much Shelist
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 0008976.0003

NAME OF SUBMITTER: Adam K Sacharoff

Signature: /aks/

Date: 07/01/2011

Total Attachments: 5
source=Assignment#page1.tif
source=Assignment#page2.tif
source=Assignment#page3.tif
source=Assignment#page4.tif
source=Assignment#page5.tif

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Bill of Sale"), effective as of November 8, 2010, is made by and between Mid Town Petroleum, Inc., an Illinois corporation, Motor Oil, Inc., an Illinois corporation, and MTP Lube Oils, LLC, an Illinois limited liability company (collectively, "Sellers") and Mid-Town Petroleum Acquisition LLC, a Delaware limited liability company ("Purchaser"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement (as defined below).

WITNESSETH:

WHEREAS, Sellers and RelaDyne Inc., a Delaware corporation ("Parent") have entered into the Asset Contribution and Exchange Agreement, dated October 13, 2010 (the "Agreement"), pursuant to which Sellers is selling to Purchaser the Acquired Assets and Purchaser is assuming the Assumed Liabilities;

WHEREAS, this Bill of Sale is being executed and delivered in order to effect the sale, transfer and assignment to the Purchaser of the Acquired Assets and the assumption by the Purchaser of the Assumed Liabilities;

NOW, THEREFORE, pursuant to the terms of the Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Sale and Assignment. Sellers do hereby grant, sell, assign, convey, transfer and deliver or cause to be granted, sold, assigned, conveyed, transferred and delivered to Purchaser, all the right, title and interest of the Sellers in and to the Acquired Assets, free and clear of all Liens, other than Permitted Liens.

2. Assumption of Liabilities. Upon the terms and subject to the conditions of the Agreement, Purchaser hereby assumes and agrees to discharge and perform when due all of the Assumed Liabilities.

3. Agreement. Nothing herein shall be deemed to modify or diminish the representations, warranties, covenants and obligations of the parties hereto under the Agreement. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Agreement, the Agreement shall govern.

4. Further Assurances. Sellers do hereby covenant and agree that, upon the request of Purchaser, they shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, assignments, transfers, assurances and instruments as Purchaser may reasonably request to assign and transfer the Acquired Assets to Purchaser. Purchaser does hereby covenant and agree that, upon the request of Sellers it shall do,

execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, assumptions, transfers, assurances and instruments as Sellers may reasonably request to effectuate the assumption by Purchaser of the Assumed Liabilities.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of laws rule or provision that would cause the application of the domestic substantive laws of any other jurisdiction.

6. Successors and Assigns. This Agreement and the covenants and agreements herein contained shall inure to the benefit of and be binding upon Sellers and Purchaser, and their respective successors and permitted assigns.


7. Headings. The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect the meaning thereof.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

* * *

IN WITNESS WHEREOF, Sellers and Purchaser have caused this Agreement to be duly executed as of the date first written above.

MID-TOWN PETROLEUM ACQUISITION LLC

By: 
Name: Thomas J. Pryma
Title: Chairman of the Board

MID TOWN PETROLEUM, INC.

By: _____
Name:
Title:

MOTOR OIL, INC.

By: _____
Name:
Title:

MTP LUBE OILS, LLC

By: Mid-Town Petroleum, Inc.
Its: Member

By: _____
Name:
Title:

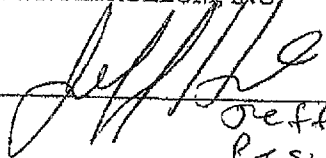
[Signature page to Reladyne - Mid Town Bill of Sale]

IN WITNESS WHEREOF, Sellers and Purchaser have caused this Agreement to be duly executed as of the date first written above.

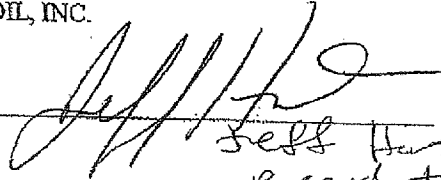
MID-TOWN PETROLEUM ACQUISITION LLC

By: _____
Name:
Title:

MID TOWN PETROLEUM, INC.

By: 
Name: Jeff Hart
Title: President

MOTOR OIL, INC.

By: 
Name: Jeff Hart
Title: President

MTP LUBE OILS, LLC

By: Mid-Town Petroleum, Inc.
Its: Member

By: 
Name: Jeff Hart
Title: Manager

[Signature page to RelatDyna - Mid Town Bill of Sale]

Schedule 3.11(b)
Registered Owners of Patents, Trademarks and Copyrights

SUPER DRI	Registered	1,457,062	15-Sep-1987	Mid-town Petroleum, Inc.
LUBRI-FAX	Registered	1,290,994	21-Aug-1984	Mid-town Petroleum, Inc.
ALLTANK (w/design)	Registered	3,567,386	27-Jan-2009	Mid-town Petroleum, Inc.
ALLTANK	Registered	3,569,633	03-Feb-2009	Mid-town Petroleum, Inc.
SUPER II BRAND (w/design)	Registered	3,618,592	12-May-2009	Mid-town Petroleum, Inc.
ALLFLEET (w/design)	Registered	3,704,160	03-Nov-2009	Mid-town Petroleum, Inc.
SUPER BRAND (w/design)	Registered	3,601,529	07-Apr-2009	Mid-town Petroleum, Inc.
MID-TOWN	Registered	3,611,466	28-Apr-2009	Mid-town Petroleum, Inc.

Unregistered trade names

Sure Lubricants
Precision Lubricants
Motor Oil
Lube Oils