

## 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
American Destiny Holdings, Ltd.		04/03/2012	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Empire Petroleum Partners, LLC		
Street Address:	9055 Comprint Court		
Internal Address:	Suite 200		
City:	Gaithersburg		
State/Country:	MARYLAND		
Postal Code:	20877		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3505948	DESTINY	
CORRESPONDENCE DATA			
Fax Number:	3012302891		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	301-230-5242		
Email:	evonvorys@shulmanrogers.com		
Correspondent Name:	Eric J. von Vorys		
Address Line 1:	12505 Park Potomac Avenue		
Address Line 2:	Sixth Floor		
Address Line 4:	Potomac, MARYLAND 20854		
ATTORNEY DOCKET NUMBER:	119730.00005		
NAME OF SUBMITTER:	Eric J. von Vorys		

Signature:	/EricJvonVorys/
Date:	05/08/2012
Total Attachments: 4 source=Tab 15 - Trademark Assignment#page1.tif source=Tab 15 - Trademark Assignment#page2.tif source=Tab 15 - Trademark Assignment#page3.tif source=Tab 15 - Trademark Assignment#page4.tif	

## **TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** ("Assignment") is made and entered into by and between American Destiny Holdings, Ltd., a Texas limited partnership ("Assignor") and Empire Petroleum Partners, LLC, a Delaware limited liability company ("Assignee").

### **RECITALS**

**R.1** Assignor is the sole and exclusive owner of the United States trademarks set forth on Schedule A (the "Trademarks") attached hereto and made part of this Assignment and the goodwill of the business symbolized thereby.

**R.2** This Assignment is being delivered pursuant to that certain Contribution and Sale Agreement, dated April 3, 2012, (the "Contribution Agreement") by and between the Assignee and the other parties thereto.

**R.3** This Assignment is material to Assignee's willingness to consummate the transactions contemplated by the Contribution Agreement and the Assignor is an indirect beneficiary of the transactions contemplated by the Contribution Agreement.

**R.4** The parties hereto desire by means of this Assignment to assign, convey and transfer all right, title and interest in the Trademark to Assignee.

### **AGREEMENT**

**NOW THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein by reference and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Title. Assignor: hereby represents and warrants that it owns good and clear title to the Trademarks free and clear of all Encumbrances (as that term is defined in the Contribution Agreement).

2. Assignment. Assignor does hereby sell, assign, convey, and transfer unto said Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, the same to be held and enjoyed by Assignee for its own use, and for the term or terms for which said Trademarks have been registered as fully and entirely as the same would have been held and enjoyed by Assignor, including all rights to injunctive relief, damages or profits, due or accrued, arising out of past infringement of the Trademarks or injury to their goodwill, and the right to sue for and recover the same in its, the Assignees, own name.

3. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas without regard to any conflict or choice of law principles that would apply the substantive law of another jurisdiction.


4. Counterparts. This Agreement may be executed by facsimile signature and in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, this Assignment has been executed this 3<sup>rd</sup> day of April, 2012.

IN WITNESS WHEREOF, this Assignment has been executed this 3rd day of April, 2012.

**ASSIGNOR:**

AMERICAN DESTINY HOLDINGS, LTD



By: \_\_\_\_\_

Name: SHANALI BHAGAT

Title: PRESIDENT/MANAGER

**EMPIRE:**

EMPIRE PETROLEUM PARTNERS, LLC

By: \_\_\_\_\_

Name: Eli Kimel

Title: President/Chief Executive Officer

IN WITNESS WHEREOF, this Assignment has been executed this 3rd day of  
April, 2012.

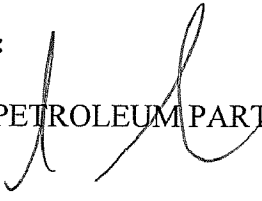
**ASSIGNOR:**

AMERICAN DESTINY HOLDINGS, LTD


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EMPIRE:**

EMPIRE PETROLEUM PARTNERS, LLC

By:  \_\_\_\_\_  
Name: Eli Kimel  
Title: President/Chief Executive Officer

**SCHEDULE A**

MARK	Description
DESTINY	USPTO registration number 3,505,948
	Unregistered logo with text.