

## 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
Paulson Transport Comapny		05/23/2013	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Paulson Oil Acquisition Company LLC		
Street Address:	55 E. 52nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10055		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1763489	POCO	
Registration Number:	3809310	FPS	
Registration Number:	3820365	FPS FUEL PERFORMANCE SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	3125212875		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3125212775		
Email:	ipdocket@muchshelist.com		
Correspondent Name:	Adam K Sacharoff		
Address Line 1:	191 N. Wacker Dr., Suite 1800		
Address Line 2:	Much Shelsit, PC		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	0008976.0025		
NAME OF SUBMITTER:	Adam K Sacharoff		

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Signature:	/aks/
Date:	06/25/2013
Total Attachments: 8 source=Assignment_POAC#page1.tif source=Assignment_POAC#page2.tif source=Assignment_POAC#page3.tif source=Assignment_POAC#page4.tif source=Assignment_POAC#page5.tif source=Assignment_POAC#page6.tif source=Assignment_POAC#page7.tif source=Assignment_POAC#page8.tif	

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "*Agreement*"), dated as of May \_\_, 2013, is made by and among PAULSON TRANSPORT COMPANY, an Indiana corporation, HARTNEY FUEL OIL CO., an Illinois corporation, ETI ACQUISITION LLC, a Delaware limited liability company, and MAXUM ENTERPRISES LLC, a Delaware limited liability company (individually, "*Seller*" and collectively, "*Sellers*") on one side, and PAULSON OIL ACQUISITION COMPANY LLC, a Delaware limited liability company ("*Buyer*"), on the other side.

WHEREAS, Buyer desires to purchase from the Sellers, and the Sellers desire to sell, assign, transfer, convey and deliver to Buyer, substantially all of the operating assets of (a) Sellers' fuel sales and distribution and related services business based in Illinois and Indiana, delivered by tank wagon ("*Tank Wagon Business*") together with certain obligations and liabilities relating thereto, as set forth herein and (b) Sellers' lubricant and other non-fuel product sales and distribution and related services business based in Illinois and Indiana (the "*Non-Fuel Business*"), together with certain obligations and liabilities relating thereto, as set forth herein, all in the manner and subject to the terms and conditions set forth herein. The Tank Wagon Business and the Non-Fuel Business shall collectively be referred to herein as the "*Business*".

WHEREAS, pursuant to a certain Asset Purchase Agreement dated on or about this date (the "*Mansfield Purchase Agreement*") between Sellers and Mansfield Oil Company Of Gainesville, Inc. ("*Mansfield*"), Sellers intend to sell, assign, transfer, convey and deliver to Mansfield, substantially all of the operating assets of Sellers' fuel sales and distribution and related services business based in Illinois and Indiana, which is delivered by transport truck ("*Transport Business*") together with certain obligations and liabilities relating thereto, all in the manner and subject to the terms and conditions set forth therein;

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### ARTICLE I DEFINITIONS

1.1 Definitions. When used in this Agreement, the following terms shall have the respective meanings specified therefore below.

"*Action*" means any complaint, action, suit, arbitration, audit, hearing, investigation, litigation or other proceeding (whether civil, criminal, administrative, judicial or investigative, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

"*Acquired Property*" means all the leased real property identified on Schedule 1.1(a), together with the buildings and other improvements thereon.

"*Affiliate*" of any particular Person means any other Person controlling, controlled by or under common control with such particular Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, contract or otherwise.

"*Code*" means the Internal Revenue Code of 1986, as amended, and any successor law.

(vii) the words "hereof", "herein", "hereto" and "hereunder", and words of similar import shall refer to this Agreement as a whole and not to any provision of this Agreement;

(viii) "include", "includes", and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of similar import; and

(ix) references to dollars or "\$" are to United States of America dollars.

(c) The negotiation of this Agreement by the parties hereto (including the transmission of any drafts of this Agreement between the parties hereto prior to the date hereof) shall not give rise to any right or claim of any kind by any third party under any Contract or otherwise.

(d) The Parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and have participated jointly in the drafting of this Agreement and, therefore, waive the application of any Law, holding or rule of construction providing that ambiguities in an agreement or other document shall be construed against the party hereto drafting such agreement or document.

1.3 Exhibits and Schedules. The exhibits and schedules hereto are incorporated into and form an integral part of this Agreement.

## ARTICLE II PURCHASE AND SALE OF ASSETS

### 2.1 Purchase and Sale of Acquired Assets.

(a) Subject to the terms of this Agreement, the Sellers agree to sell, assign, transfer, convey and deliver to Buyer, and Buyer agrees to purchase and acquire from the Sellers, free and clear of all Liens, all right, title and interest in and to the properties and assets and rights used or useful thereto of the Business, whether tangible, intangible, real or personal (collectively, the "*Acquired Assets*"), which are listed below and/or attached in the applicable schedules.

(i) all contracts, agreements, leases, licenses, instruments, and other arrangements of the Business identified on Schedule 2.1(a)(i) (collectively, the "*Contracts*");

(ii) the fleet, railway, automotive, transport, tank wagons, and delivery equipment of the Business identified on Schedule 2.1(a)(ii) ("*Delivery Equipment*");

(iii) all Non-Fuel Inventory, including the Non-Fuel Inventory identified on Schedule 2.1(a)(iii);

(iv) all Acquired Property;

(v) all of the machinery, equipment, supplies, tools, vehicles and other tangible personal property of similar nature (including pumps, tanks, manifolds, nozzles, meters, and other equipment and supplies) of the Sellers used primarily in the Business, regardless of location, including any such assets stored on Sellers' property, and any such assets stored under an arrangement at a customer location, including the equipment and supplies set forth on Schedule 2.1(a)(v);

(vi) Sellers' rights in the following corporate and/or trade names: "Paulson Oil Company" and "POCO" ("*Business Names*");

(vii) copies of all books, records, files, data and databases used in the conduct of the Business and within the possession and control of the Sellers and relating to the Business;

(viii) the proprietary rights, including all telephone numbers, keys and access cards, acquired electronic passwords and the like currently used in the operation of the Business which are identified on Schedule 2.1(a)(viii);

(ix) all customer and vendor relationships of the Business and rights to hire employees of the Business;

(x) all permits, licenses and certificates of the Business, including those set forth on Schedule 2.1(a)(x), to the extent transferable;

(xi) all goodwill of the Business as a going concern (including all associated with the Business Names);

(xii) office furniture, office equipment, computer equipment and software licensing listed on Schedule 2.1(a)(xii); and

(xiii) all prepaid expenses, advances, credits and deposits relating specifically to the Acquired Assets or the Assumed Liabilities;

(xiv) all interests in each and every patent, trademark, trade name, trade secret, formulae or other intellectual property relating primarily to the Acquired Assets or the Business;

(xv) all rights, claims, and credits, in respect of any guarantees, warranties, indemnities and similar rights in favor of Sellers relating specifically to the Acquired Assets or the Assumed Liabilities;

(xvi) all other assets listed on Schedule 2.1(a)(xvi).

Each Acquired Asset shall be transferred to Buyer at Closing as set forth herein.

(b) Excluded Assets. Notwithstanding anything contained herein to the contrary, the Sellers shall not sell, assign, transfer, convey or deliver to Buyer, and Buyer shall not purchase from the Sellers, and the Acquired Assets shall not include, the following assets, properties, interests and rights of the Sellers (the "*Excluded Assets*");

(i) all assets not specifically described in Section 2.1 or identified on any schedule thereto which are not primarily relating to the Business;

(ii) all infrastructure, technology and software systems (other than software licensing listed on Schedule 2.1(a)(xiii));

(iii) all stock and other equity interests in the Sellers and in any of their respective Affiliates;

(iv) all assets primarily related to the Transport Business and not specifically identified in Section 2.1(a) or the schedules related thereto;

(v) the organizational documents, minute books, and other documents relating to the organization, maintenance and existence of each of the Sellers as an entity, including taxpayer and other identification numbers, Tax Returns, Tax information and Tax records, and books and records related to the Excluded Liabilities;

(vi) any cash, cash equivalents and prepaid assets of the Sellers which are not specifically described in Section 2.1 or identified on any schedule thereto;

(vii) Sellers' rights with respect to its tax sharing and rebate agreements with Mark and Putnam County; to the extent non-assignable;

(viii) claims for and rights to receive Tax refunds relating to the Business with respect to taxable periods (or portions thereof) ending on or prior to the Closing Date, and Tax Returns relating to the Business with respect to taxable periods (or portions thereof) ending on or prior to the Closing Date, and any notes, worksheets, files or documents relating thereto;

(ix) the Closing Payment and all other rights of the Sellers under or pursuant to this Agreement and the Schedules attached hereto and any other agreements entered into by the Sellers pursuant to or in connection with this Agreement;

(x) all accounts receivable relating to each Business and all notes, bonds and other evidences of indebtedness and rights to receive payments relating to the Business (including but not limited to Mark and Putnam County sales tax rebates/tax sharing agreement, federal biodiesel tax credits and RINs);

(xi) all rights, claims, counter-claims, defenses and credits, including and in respect of all guarantees, warranties, indemnities and similar rights, in favor of Sellers and the Business which are not specifically described in Section 2.1 or identified on any schedule thereto (including but not limited to the Illinois sales and use tax litigation matter);

(xii) all insurance policies, subrogation claims, and proceeds thereof payable to Sellers and related to the Business;

(xiii) all causes of action with respect to periods prior to the Closing Date (whether or not asserted as of the Closing Date) relating to the Acquired Assets, Business or Seller's operation thereof, arising under any, contract, equity or Law; and

(xiv) the assets, properties, interests and rights set forth on Schedule 2.1(b)(xiv).

(c) If at any time after the Closing, Sellers are in possession of any Acquired Asset or any other asset of Buyer (including payments with respect to accounts receivable of the Business generated after the Closing) (collectively "*Buyer Assets*"), receive any payment, refund or reimbursement from any Person in respect of any Buyer Asset (and such payment, refund or reimbursement is not an Excluded Asset), or otherwise acquires or possesses any rights, entitlements or assets in respect of the Buyer Assets (and such right, entitlement or asset is not an Excluded Asset), such payments, refunds, reimbursements, rights, entitlements or assets, as applicable, shall be held by Sellers in trust for the benefit of Buyer and, promptly following the receipt thereof, Seller shall pay over any such amounts to

the Buyer without set off or deduction of any kind and/or shall execute and deliver any instruments of transfer or assignment that are reasonably necessary to transfer and assign to Buyer or its designee, or otherwise vest Buyer or such designee with title to such payments, refunds, reimbursements, rights, entitlements or assets. If at any time after the Closing, Buyer is in possession of any Excluded Asset, receives any payment, refund or reimbursement from any Person in respect of any Excluded Asset (and such payment, refund or reimbursement is not an Acquired Asset), or otherwise acquires or possesses any rights, entitlements or assets in respect of the Excluded Assets (and such right, entitlement or asset is not an Acquired Asset), such payments, refunds, reimbursements, rights, entitlements or assets, as applicable, shall be held by Buyer, in trust for the benefit of Sellers and, promptly following the receipt thereof, Buyer, shall pay over any such amounts to Sellers without set-off or deduction of any kind and/or shall execute and deliver any instruments of transfer or assignment that are reasonably necessary to transfer and assign to Sellers or its designee, or otherwise vest Sellers or its designee with title to, such payments, refunds, reimbursements, rights, entitlements or assets. After the Closing, upon reasonable notice, Buyer, on the one hand, and the Sellers, on the other hand, agree to furnish or cause to be furnished to each other and their representatives, employees, counsel and accountants access, during normal business hours, to such books and records as are necessary to identify and insure delivery of any Buyer Asset or Excluded Asset in accordance with this Section 2.1(c); provided, however, that such access does not unreasonably disrupt the normal operations of Buyer, in the case of access given to the Sellers, or the Sellers, in the case of access given to Buyer.

2.2 Assumption of Liabilities. Subject to the conditions set forth in this Agreement as of the Closing, Buyer shall only assume from the Sellers, as applicable to the Business purchased, and thereafter be responsible for the payment, performance or discharge of the obligations arising after Closing under the Contracts being purchased and assumed by Buyer hereto as set forth in Schedule 2.1(a)(i) (all such obligations herein collectively referred to as the "*Assumed Liabilities*").

2.3 Liabilities Not Assumed. Except for the assumption of the Assumed Liabilities, Buyer do not, and shall not, assume or pay any liabilities of the Sellers (the "*Excluded Liabilities*"). The Excluded Liabilities shall remain the sole responsibility of and shall be retained, paid, performed and discharged solely by the Sellers. Buyer shall immediately notify Sellers in writing of any requested payment or bill related to an Excluded Liability and Seller shall be responsible for making said payment. Without limiting the generality of the foregoing, Excluded Liabilities shall include, but not be limited to, the following:

(a) any accounts payable, trade payables, indebtedness or other liability of Sellers, other than the Assumed Liabilities;

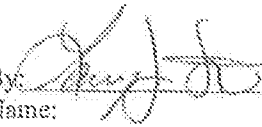
(b) any obligation or liability relating to an Excluded Asset;

(c) any liabilities with respect to any employees or former employees of Sellers, including, without limitation, (i) any accrued salaries, wages or expense reimbursements, (ii) any accrued vacation or paid time off, (iii) any termination and severance costs and (iv) any liability with respect to any pension, profit-sharing or worker's compensation or other employee benefit or post retirement plan and any liability or obligation arising thereunder, including any withdrawal liability with respect to the Acquired Assets or incurred as a result of this transaction or any medical, health claims or disability claims of employees arising out of events, conditions and circumstances existing or occurring prior to Closing.

(d) any obligation or liability for Taxes of Sellers or relating to an Acquired Asset with respect to any period on or before the Closing Date;

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the date first above written.


PAULSON OIL ACQUISITION  
COMPANY LLC

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

PAULSON TRANSPORT COMPANY

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

FOR PURPOSES OF SECTION 7.3  
ONLY:  
RELADYNE, LLC

By:   
Name: Kathy J Stoddard  
Title: President / CEO

HARTNEY FUEL OIL CO.

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

ETI ACQUISITION LLC

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

MAXUM ENTERPRISES LLC

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

FOR PURPOSES OF SECTION 6.6(B) ONLY:  
PILOT TRAVEL CENTERS LLC

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

*Signature Page to Asset Purchase Agreement*

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**TRADEMARK**  
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IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the date first above written.

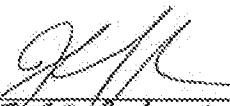
PAULSON OIL ACQUISITION  
COMPANY LLC

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

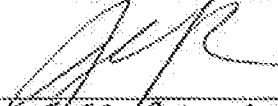
FOR PURPOSES OF SECTION 7.3  
ONLY:  
RELADYNE, LLC

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

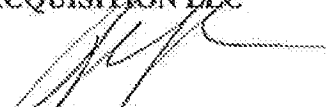
PAULSON TRANSPORT COMPANY

By:   
Name: Jeff Roberts  
Title: VP + CFO


HARTNEY FUEL OIL CO.

By:   
Name: Jeff Roberts  
Title: VP + CFO

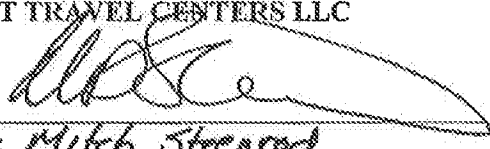
ETI ACQUISITION LLC

By:   
Name: Jeff Roberts  
Title: VP + CFO

MAXUM ENTERPRISES LLC

By:   
Name: Jeff Roberts  
Title: VP + CFO


FOR PURPOSES OF SECTION 6.6(B) ONLY:  
PILOT TRAVEL CENTERS LLC

By:   
Name: Mitch Stearnad  
Title: Sr VP + CFO

Signature Page to Asset Purchase Agreement

SCHEDULE 2.1 (A)(VIII)

ALL PROPRIETARY RIGHTS OF EACH BUSINESS

Mark	Country or State	Reg./App. Number	Reg./App. Date	Status	Owner
POCO	United States of America	1763489	4/6/1993	service mark	Paulson Oil Company
FPS <b>FPS</b>	United States of America	3809310	6/29/2010	Registered	Paulson Oil Company
FPS FUEL PERFORMANCE SOLUTIONS 	United States of America	3820365	7/20/2010	Registered	Paulson Oil Company

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