

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
Leake Land and Development, Inc.		05/07/2013	CORPORATION: LOUISIANA
RECEIVING PARTY DATA			
Name:	UBC Ltd.		
Street Address:	P.O. Box 420		
City:	Lindenhurst		
State/Country:	NEW YORK		
Postal Code:	11757		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3441626	GOOD TO GO	
CORRESPONDENCE DATA			
Fax Number: <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2124082500		
Email:	nytmdpt@bakerbotts.com		
Correspondent Name:	Lauren Emerson, Baker Botts LLP		
Address Line 1:	30 Rockefeller Plaza, 44th Floor		
Address Line 4:	New York, NEW YORK 10112		
ATTORNEY DOCKET NUMBER:	072811.XXXX		
NAME OF SUBMITTER:	Lauren Beth Emerson		
Signature:	/lbe/		
Date:	06/26/2013		

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Total Attachments: 4

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ASSIGNMENT

Assignment effective this 7th day of May, 2013.

WHEREAS Leake Land and Development, Inc., a corporation organized and existing under the laws of Louisiana, having a place of business at 7911 Highway 61 North St. Francisville, Louisiana 70775 (hereinafter "Assignor"), is the owner of all rights, title and interest in and to the mark GOOD TO GO, including, but not limited to, use of the mark in connection with retail store services featuring convenience store items and gasoline and United States Trademark Registration No. 3441626 therefor, together with the goodwill of the business symbolized by the mark; and

WHEREAS, UBC Ltd., a corporation organized and existing under the laws of the State of New York, having a principal place of business at P.O. Box 420, Lindenhurst, New York 11757 (hereinafter "Assignee"), is desirous of acquiring all of Assignor's rights, title, and interest in and to the mark GOOD TO GO, including United States Trademark Registration No. 3441626 and the goodwill of the business symbolized by the mark;

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

Assignor represents, warrants and covenants that: (i) Assignor owns all worldwide and universal rights, title and interest in and to the name and mark GOOD TO GO, any variants thereof, and United States Trademark Registration No. 3441626 therefor, together with any and all goodwill therein; (ii) attached hereto are representative examples of Assignor's actual use of the name and mark GOOD TO GO; (iii) Assignor knows of no pending or threatened claims by any third party relating to Assignor's use of the name and mark GOOD TO GO or United States Trademark Registration No. 3441626 therefor; (iv) Assignor has the full right, title, interest and power to enter into this Assignment and there are no outstanding agreements, assignments, or encumbrances inconsistent with the provisions of this Assignment; (v) Assignor represents and warrants that the information set forth in this Assignment is true, complete and accurate; and (vi) Assignor further represents and warrants that Assignor has not and will not encumber the worldwide use, registration, and/or transfer of and/or assignment to Assignee, its successor or assigns, of the name and mark GOOD TO GO and United States Trademark Registration No. 3441626 therefor, together with any and all goodwill therein. Assignor shall further indemnify Assignee, its assignees, agents and representatives for any and all claims and/or liabilities arising from or relating to Assignor's use of the name and mark GOOD TO GO or variants thereof prior to the effective date of this Assignment.

Assignor does hereby irrevocably assign, transfer, grant, set over and convey unto Assignee, its successors and assigns, without reservation of any rights, title or interest, Assignor's entire worldwide and universal rights, title and interest in and to the name and mark GOOD TO GO, including United States Trademark Registration No. 3441626 therefor, together with the goodwill of the business symbolized thereby, the same to be held and enjoyed by Assignee, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, subsidiaries or other legal representatives, as the same would have been held and

enjoyed by Assignor if this Assignment had not been made, including, but not limited to, all common-law rights of Assignor in and/or to the name and mark GOOD TO GO, and Assignor's right to sue for all claims, demands and/or causes for action, both at law and in equity, that Assignor may have on account of any infringement, claim of unfair competition, likelihood of confusion or dilution of the mark or any other claim or cause of action related to the mark prior to and following the effective date of this Assignment.

During the three (3) month period commencing on the effective date of this Assignment ("Phase Out Period"), Assignor shall phase out and cease all use of GOOD TO GO, and shall not expand or change its use of GOOD TO GO or use GOOD TO GO. After the Phase Out Period has concluded, Assignor shall and must permanently cease and forever desist all use of GOOD TO GO or any variant thereof.

As consideration for the Assignment of the name and mark GOOD TO GO, any variants thereof, and United States Trademark Registration No. 3441626 therefor, together with any and all goodwill therein, Assignee agrees to make a one time payment to Assignor in the amount of fifteen thousand dollars (US \$15,000) promptly following the execution of the Agreement by the parties.

This Assignment constitutes the entire understanding between the parties hereto, shall be binding upon the parties, their successors and assigns and shall not be modified except in a writing signed by each party.

IN WITNESS WHEREOF, representatives of the parties, having full power and authority to do so, have executed this Assignment effective as of the date first written above.

Leake Land and Development, Inc.

Dated: May 7, 2013,

By: [Signature]
Name: James Rucker Leake III
Title: President

Witness

Dated: May 7, 2013,

By: [Signature]
Name: Charlotte Mathern

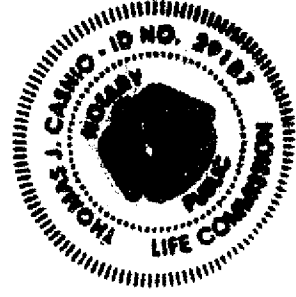
Witness

Dated: May 7, 2013,

By: [Signature]
Name: DANIEL

The foregoing document was acknowledged before me this 7th day of May 2013

by [Signature]
Notary Public



UBC Ltd.

Dated: May 3, 2013,

By: [Signature]
Name: David Woods
Title: President

Witness

Dated: May 3, 2013,

By: [Signature]
Name: Lillian Woods

Witness

Dated: May 3, 2013,

By: [Signature]
Name: [Signature]

The foregoing document was acknowledged before me this 3rd day of May 2013

by [Signature]
Notary Public

EDWARD GEORGE MICHEL
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN SUFFOLK COUNTY
REG. #01MI6222816
EXPIRES 06/01/2014