

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
UBC Ltd.		06/18/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Hess Corporation		
Street Address:	1185 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: DELAWARE		
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		
Total Attachments: 2 source=UBCtoHess#page1.tif source=UBCtoHess#page2.tif			

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ASSIGNMENT

Assignment effective this 21st day of May, 2013 ("Effective Date").

WHEREAS UBC, Ltd, a company organized and existing under the laws of New York, having a place of business at P.O. Box 420, Lindenhurst, NY USA (hereinafter "Assignor"), is the owner of all rights, title and interest in and to name and the mark GOOD TO GO, including United States Trademark Registration No. 3441626 therefor covering retail store services featuring convenience store items and gasoline, and has permitted Leake Land and Development, Inc., the prior registrant, to phase out its use of GOOD TO GO for a period of three (3) months ending on August 7, 2013; and

WHEREAS, Hess Corporation, a corporation organized and existing under the laws of the State of Delaware, having a principal place of business at 1185 Avenue of the Americas New York NEW YORK 10036 (hereinafter "Hess" (hereinafter "Assignee"), is desirous of acquiring all of Assignor's rights, title, and interest in and to name and the mark GOOD TO GO, including United States 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:

REPRESENTATIONS, WARRANTIES, AND COVENANTS

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, and United States Trademark Registration No. 3441626 therefor, together with any and all goodwill therein; (ii) 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; (iii) Assignor has the full right, title, interest and power to enter into this Agreement and there are no outstanding agreements, assignments, or encumbrances inconsistent with the provisions of this Agreement; (iv) Assignor represents and warrants that the information set forth in this Agreement is true, complete and accurate; and (v) 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 any United States trademark applications and/or registrations therefor, together with any and all the goodwill therein.

ASSIGNMENT OF RIGHTS

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, 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.

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.

UBC Ltd.

Dated: May 21, 2013,

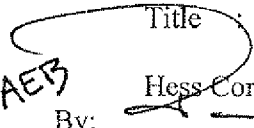
By:


Name : David Woods

Title : President

~~May~~ ^{June}
Dated: ~~May~~ ¹⁸, 2013,


By:

 Hess Corporation

Name : David Klavson

Title : VP, Chief Merchandising officer

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