

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
Empire Petroleum Holdings, LLC		10/03/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Empire Petroleum Partners, LLC		
Street Address:	9055 Comprint Court, 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:	3732119	EMPIRE'S FAST FUELS	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP, c/o Julie Dalke		
Address Line 1:	650 Town Center Dr, 20th floor		
Address Line 2:	(050534-0025)		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	(050534-0025)		
NAME OF SUBMITTER:	Adam Kummins		
Signature:	/Adam Kummins/		

OP \$40.00 3732119

Date:

10/04/2013

Total Attachments: 2

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TRADEMARK ASSIGNMENT AND CONVEYANCE AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is effective as of October
3, 2013 by and between Empire Petroleum Holdings, LLC, a Delaware limited liability company, ("Assignor") and Empire Petroleum Partners, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor has adopted, and is, to the best of its knowledge and belief, the owner of the trademark identified in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, domain name rights, causes of action, and the right to recover for past infringement (the "Trademark");

WHEREAS, Assignor has acquired goodwill in the business associated with and symbolized by the Trademark and has not abandoned same;

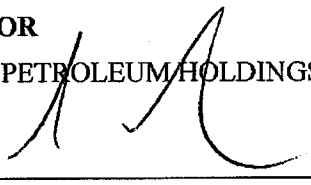
WHEREAS, Assignee is desirous of acquiring all rights, title, and interest in and to the Trademark owned by Assignor in the United States; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title, and interest as Assignor may possess in and to the Trademark in the United States;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and sells to Assignee all rights, title, and interest as Assignor may possess in and to the Trademark in the United States; together with the business and goodwill symbolized by said Trademark.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Assignment as of the date first written above.

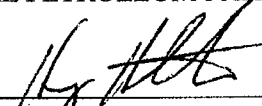
ASSIGNOR
EMPIRE PETROLEUM HOLDINGS, LLC

By: 

Name: ELI KIMMEL

Date: 10/2/2013


ASSIGNEE
EMPIRE PETROLEUM PARTNERS, LLC

By:  (12/2)

Name: HENRY HEITHAUS

Date: 10/2/2013

Schedule A

Trademark	Serial No.	Filing Date	Registration No.	Registration Date
	77/433013	3/27/08	3732119	12/29/09

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