

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317213

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Yocum Oil Company, Inc.		05/01/2014	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Mansfield Oil Company of Gainesville, Inc.		
Street Address:	1025 Airport Parkway SW		
City:	Gainesville		
State/Country:	GEORGIA		
Postal Code:	30501		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86156413	OPTIMUM	
Registration Number:	4050365	ARSENAL	
Registration Number:	4028806	TORPEDO	
Registration Number:	4149586	TANK ARMOR	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	678-450-7968		
Email:	bpharris@mansfieldoil.com		
Correspondent Name:	Brittany R. Pharris		
Address Line 1:	1025 Airport Parkway SW		
Address Line 4:	Gainesville, GEORGIA 30501		
NAME OF SUBMITTER:	Brad Puryear		
SIGNATURE:	/Brad Puryear/		
DATE SIGNED:	09/17/2014		
Total Attachments: 3			
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OP \$115.00 86156413

ASSIGNMENT AND ASSUMPTION OF TRADEMARKS

THIS ASSIGNMENT AND ASSUMPTION OF TRADEMARKS ("Assignment") is made effective as of the 1st day of May, 2014 (the "Effective Date"), by and between Yocum Oil Company, Inc. ("Assignor") and Mansfield Oil Company of Gainesville, Inc. ("Assignee").

RECITALS

A. Assignor, Assignee and Lubrication Technologies, Inc. are parties to that certain Asset Purchase Agreement dated effective as of the Effective Date (the "Purchase Agreement").

B. Pursuant to the Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to assume, take and accept from Assignor the trademarks as set forth below, upon the terms and conditions set forth in the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual covenants and agreements herein contained, Assignor and Assignee hereby agree as follows:

AGREEMENT

1. Assignment and Assumption. Assignor hereby assigns to Assignee, and Assignee hereby accepts the assignment of, effective as of the Effective Date, all right, title, interest, and goodwill in the trademarks: ARSENAL reg. no. 4050365, TORPEDO reg. no. 4028806, TANK ARMOUR reg. no. 4149586 and OPTIMUM serial no. 86156413 (collectively referred to as the "Trademarks") in accordance with the terms and conditions as set forth in the Purchase Agreement.

2. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

4. Counterparts. This Assignment may be executed in one or more counterparts and by facsimile with the same effect as if the parties had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

5. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Liabilities effective as of the day and year first above written.

"Assignor"

YOCUM OIL COMPANY, INC.

By: *[Signature]*

Name: Anthony Yocum

Title: Chief Strategic Officer

Date: 9/12/14

"Assignee"

MANSFIELD OIL COMPANY OF
GAINESVILLE, INC.

By: *[Signature]*

Name: John Rettig

Title: SVP Refined Products

Date: 9-17-14