

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM325726

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Castle Oil Coporation		12/09/2014	CORPORATION: NEW YORK
Castle Port Morris Terminals, Inc.		12/09/2014	CORPORATION: NEW YORK
Castle Energy Solutions LLC		12/09/2014	LIMITED LIABILITY COMPANY: DELAWARE
Castle Fuels Corporation		12/09/2014	CORPORATION: NEW YORK
Castle Supply & Marketing, Inc.		12/09/2014	CORPORATION: NEW YORK
Castle Energy Solutions S.B. LLC		12/09/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sprague Operating Resources, LLC.		
<b>Street Address:</b>	185 International Drive		
<b>City:</b>	Portsmouth		
<b>State/Country:</b>	NEW HAMPSHIRE		
<b>Postal Code:</b>	03801		
<b>Entity Type:</b>	LIMITED LIABILITY LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1660036	C	
<b>Registration Number:</b>	1408945	CASTLE	
<b>Registration Number:</b>	2114196	CASTLE	
<b>Registration Number:</b>	4403706	CASTLE ENERGY SOLUTIONS	
<b>Registration Number:</b>	4392742	CASTLE ENERGY SOLUTIONS LLC	
<b>Registration Number:</b>	3598986	CUSTOMERS RULE	
<b>Registration Number:</b>	4354463	CUSTOMERS RULE, NATURALLY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6036688567		
<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>			
<b>Phone:</b>	6036681400		
<b>TRADEMARK</b>			

OP \$190.00 1660036

**Email:** kstevens@hayes-soloway.com  
**Correspondent Name:** Todd A. Sullivan  
**Address Line 1:** Hayes Soloway PC  
**Address Line 2:** 175 Canal Street  
**Address Line 4:** Manchester, NEW HAMPSHIRE 03101

**ATTORNEY DOCKET NUMBER:** SPRAGUE GENERAL

**NAME OF SUBMITTER:** Todd A. Sullivan

**SIGNATURE:** /todd a. sullivan/

**DATE SIGNED:** 12/10/2014

**Total Attachments: 6**

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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of December 9, 2014, is made by (i) Castle Oil Corporation, a New York corporation ("**Castle Oil**"), Castle Port Morris Terminals, Inc., a New York corporation ("**CPMT**"), Castle Energy Solutions LLC, a Delaware limited liability company ("**CES**"), Castle Energy Solutions S.B. LLC, a Delaware limited liability company ("**CESSB**"), Castle Fuels Corporation, a New York corporation ("**CFC**"), and Castle Supply & Marketing, Inc., a New York corporation ("**CSMI**" and, together with Castle Oil, CPMT, CES, CESSB and CFC, the "**Sellers**" and, individually, a "**Seller**"), in favor of (ii) Sprague Operating Resources, LLC, a Delaware limited liability company ("**Buyer**"), the purchaser of certain assets of Sellers pursuant to an Asset Purchase Agreement between Buyer and Sellers, dated as of November 3, 2014 (the "**Purchase Agreement**").

WHEREAS, under the terms of the Purchase Agreement, the Sellers have conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of the Sellers, and have agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the Sellers agree as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Sellers hereby irrevocably convey, transfer and assign to Buyer, and Buyer hereby accepts, all of the Sellers' right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof; provided that, with respect to any United States intent-to-use trademark applications set forth in Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Sellers' business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of the Sellers accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. The Sellers shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, as may be reasonably requested by Buyer and at Buyer's expense, to ensure that the Assigned Trademarks are properly assigned to Buyer, or any assignee or successor thereto.

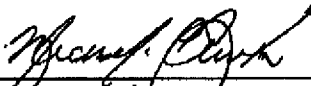
3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the 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 Asset Purchase Agreement shall govern. Article X of the Purchase Agreement shall apply as if set forth herein in its entirety, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

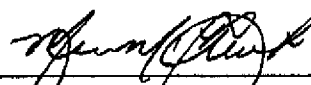
IN WITNESS WHEREOF, the Sellers have duly executed and delivered this Trademark Assignment Agreement as of the date first above written.

**SELLERS:**

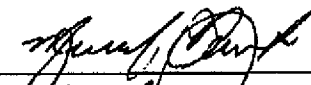
CASTLE OIL CORPORATION

By:   
Name: M. N. Romano  
Title: Executive Vice President


CASTLE PORT MORRIS TERMINALS, INC.

By:   
Name: M. N. Romano  
Title: Vice President

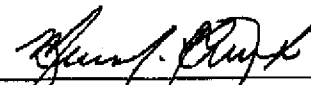
CASTLE ENERGY SOLUTIONS LLC

By:   
Name: M. N. Romano  
Title: Vice President

CASTLE ENERGY SOLUTIONS S.B. LLC

By:   
Name: M. N. Romano  
Title: Vice President

CASTLE FUELS CORPORATION

By:   
Name: M. N. Romano  
Title: Vice President

SIGNATURE PAGE – TRADEMARK ASSIGNMENT AGREEMENT

CASTLE SUPPLY & MARKETING, INC.

By: *Michael J. Dwyer*  
Name: *M. J. Dwyer*  
Title: *Vice President*

ACCEPTED:

**BUYER:**

SPRAGUE OPERATING RESOURCES, LLC

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

SIGNATURE PAGE - TRADEMARK ASSIGNMENT AGREEMENT

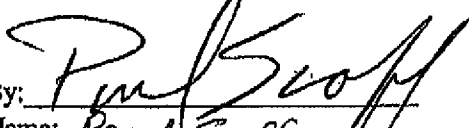
CASTLE SUPPLY & MARKETING, INC.

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

ACCEPTED:

**BUYER:**

SPRAGUE OPERATING RESOURCES, LLC

By:   
Name: Paul Scott  
Title: Vice President, General Counsel, Chief Compliance Officer & Secretary

SIGNATURE PAGE – TRADEMARK ASSIGNMENT AGREEMENT

**SCHEDULE 1**

**ASSIGNED TRADEMARKS**

<u>Reference #</u>	<u>Registration Date</u>	<u>Registration #</u>	<u>Trademark</u>
19639030US	10/8/1991	1,660,036	C & CASTLE DESIGN
19639029US	9/9/1986	1,408,945	CASTLE
19639034US	11/18/1997	2,114,196	CASTLE & DESIGN
19639047US	9/17/2013	4,403,706	CASTLE ENERGY SOLUTIONS
19639048US	8/27/2013	4,392,742	CASTLE ENERGY SOLUTIONS LLC & DESIGN
19639044US	3/31/2009	3,598,986	Customers Rule
19639050US	6/18/2013	4,354,463	Customers Rule, Naturally