

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330847

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HEARTLAND GROUP HOLDINGS, LLC		12/04/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	VERTEX REFINING OH, LLC		
Street Address:	1331 Gemini Street		
Internal Address:	#250		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77058		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77724241	HEARTLAND PETROLEUM	
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:	414-298-1000		
Email:	tmadmin@reinhartlaw.com		
Correspondent Name:	Daniel E. Kattman		
Address Line 1:	1000 N Water St.		
Address Line 2:	Suite 1900		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	093687-0003		
NAME OF SUBMITTER:	Daniel E. Kattman		
SIGNATURE:	/dek/		
DATE SIGNED:	02/03/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made effective as of December 5, 2014 between HEARTLAND GROUP HOLDINGS, LLC, a Delaware limited liability company ("Assignor"), and VERTEX REFINING OH, LLC, an Ohio limited liability company ("Assignee").

RECITALS

A. Pursuant to the terms of an Asset Purchase Agreement made and entered into effective as of October 21, 2014 by and among Vertex Energy Operating, LLC, a Texas limited liability company, Assignee, Vertex Energy, Inc., a Nevada corporation, Assignor and Warren Distribution, Inc., a Nebraska corporation (for certain purposes described therein), as amended to date (as amended, the "Purchase Agreement"), Assignee has agreed to purchase certain assets from Assignor, including the Assigned Trademarks (as defined below). Capitalized terms not defined herein have the meanings set forth in the Purchase Agreement.

B. Assignor is the owner of the Assigned Trademarks.

C. Assignor desires by execution of this Assignment to confirm the assignment of all rights, title and interest in and to the Assigned Trademarks to Assignee, and Assignee desires by execution of this Assignment to confirm the assignment of all of Assignor's rights, title, and interest in the Assigned Trademarks to Assignee.

AGREEMENTS

For good and valuable consideration, including that recited in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns the Assigned Trademarks as follows:

1. Definition of the Assigned Trademarks. The term "Assigned Trademarks" shall mean the trademarks listed on Exhibit A attached hereto and made a part hereof, as well as: (a) all common law rights therein, (b) all goodwill associated therewith, (c) all registrations and renewals thereof and (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and/or initiate any proceeding to collect damages and payments for infringements thereof.

2. Assignment of the Assigned Trademarks. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns all of Assignor's right and title to and interest in the Assigned Trademarks.

3. Further Assurances. Assignor further agrees to take all reasonable and necessary steps to implement the provisions of this Assignment. Assignor shall provide Assignee, its successors, and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documentation) as may be reasonably required in the implementation or perfection of this Assignment. Assignor warrants that Assignor has the full and unencumbered right to sell, assign and transfer the Assigned

Trademarks. This Assignment of the Assigned Trademarks is granted free and clear of all security interests, liens, encumbrances, claims or interests of any kind or nature.

4. Incorporation of Representations, Covenants and Warranties. Notwithstanding anything in this Assignment to the contrary, the representations, covenants and warranties, including the limitations set forth therein, of Assignor contained in the Purchase Agreement are incorporated herein by reference. If there is any conflict between the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail. The parties agree to indemnify and hold harmless one another for violations of this Assignment as provided in the Purchase Agreement.

5. General. The introductory language and the recitals set forth above shall be deemed incorporated herein by reference. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument and delivered in person. Signatures delivered by facsimile or via e-mail in portable document format ("pdf") shall be binding for all purposes hereof. Section headings are intended for convenience of reference only and shall not affect in any way the meaning or interpretation of this instrument. This instrument shall be governed by and construed in accordance with the laws of the State of New York and the Federal Laws of the United States of America. The delivery of this instrument shall not otherwise affect the respective representations, warranties and agreements of Assignor and Assignee set forth in the Purchase Agreement.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed by the parties as of the date first written above.

ASSIGNOR:

HEARTLAND GROUP HOLDINGS, LLC

BY 
Robert N. Schiott
Chairman

ASSIGNEE:

VERTEX REFINING OH, LLC

BY _____
Benjamin P. Cowart, President and Chief
Executive Officer

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed by the parties as of the date first written above.

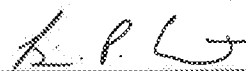
ASSIGNOR:

HEARTLAND GROUP HOLDINGS, LLC

BY _____
Robert N. Schlott
Chairman

ASSIGNEE:

VERTEX REFINING OH, LLC

BY  _____
Benjamin P. Cowart, President and Chief
Executive Officer

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005451 FRAME: 0626

EXHIBIT A

Assigned Trademarks

Mark	Reg. No./ Serial No.	Owner
HEARTLAND PETROLEUM	77724241	HEARTLAND GROUP HOLDINGS, LLC