

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343810

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Palatine Oil Comapny, Inc.		06/02/2015	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Palatine Oil, LLC		
Street Address:	9395 Kenwood Road, Suite 104		
Internal Address:	c/o RelaDyne LLC		
City:	Blue Ash		
State/Country:	OHIO		
Postal Code:	45242		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4200929	FUEL FREEZE	
Registration Number:	4114312	POC XPRESS	
Registration Number:	4124719	PALATINE OIL CO., INC.	
Registration Number:	4124768	POC	
CORRESPONDENCE DATA			
Fax Number:	3125212875		
<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:	3125212775		
Email:	ipdocket@muchshelist.com		
Correspondent Name:	Adam K Sacharoff		
Address Line 1:	191 N Wacker Drive Suite 1800		
Address Line 2:	Much Shelist, PC		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	0008976.0032		
NAME OF SUBMITTER:	Adam K Sacharoff		
SIGNATURE:	/aks/		
DATE SIGNED:	06/08/2015		

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Total Attachments: 4

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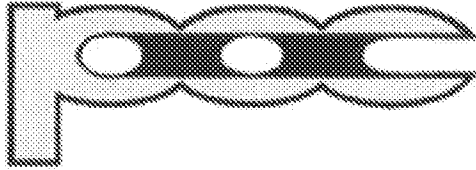
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Trademark Assignment

This Trademark Assignment (this "Trademark Assignment") is dated June 2, 2015 by Palatine Oil Company, Inc., an Illinois corporation ("Assignor") to Palatine Oil, LLC, a Delaware limited liability company ("Assignee").

Recitals

A. Assignor owns the following United States Trademarks (the "Trademarks"):

Application Number	Registration Number	Trademark
85363209	4300929	Fuel Freeze
85363209	4114312	POC Express
85349620	4124719	Palatine Oil Co., Inc.
85358696	4124768	

- B. Assignor and Assignee have entered into that certain Asset Purchase Agreement (the "Purchase Agreement") dated May 7, 2015, among Assignor, Assignee, Palatine Holdings, Inc., an Illinois corporation, and Gary Rabine, relating to the purchase and sale of certain assets and other matters discussed therein.
- C. This Trademark Assignment is being executed and delivered pursuant to the Purchase Agreement whereby Assignor is assigning all of its right, title and interest in and to the Trademarks to Assignee.
- D. In consideration of the foregoing and the agreements contained herein, Assignor and Assignee agree as follows:

Agreement

Assignor hereby grants, conveys, transfers, alienates and assigns to Assignee, for and throughout the world, Assignor's right, title and interest (legal, equitable, use and otherwise) in and to any and all: (i) the right to file and register the same in Assignee's name with any governmental authority; (ii) rights to record the transfers made under this Trademark Assignment in the United States Patent and Trademark Office and in any other public offices of any governmental authorities throughout the world; (iii) rights to sue for, collect and retain damages predicated on present or future infringements of the preceding, as well as all other claims and rights to damages associated with the preceding, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (iv) all goodwill associated with the Trademarks.

Assignor's assignment of the Trademarks to Assignee under this Trademark Assignment constitutes a complete, absolute, and exclusive transfer of all rights (legal, equitable, use and otherwise) in the Trademarks, whether currently existing or arising or recognized in the future. Assignor does not reserve or retain any right, title, or interest in the Trademarks. Assignor acknowledges and agrees that the Trademarks constitute the sole and exclusive property of Assignee.

Assignor represents and warrants that it has full power and authority: (i) to enter into this Trademark Assignment; (ii) to grant to Assignee all rights in and to the Trademarks; and (iii) to perform all of its obligations under this Trademark Assignment.

This Trademark Assignment will be binding upon and inure to the benefit of Assignee and its successors and assigns. This Trademark Assignment supersedes any prior understandings, written agreements, or oral arrangements among the parties which concerns the subject matter of this Trademark Assignment. The terms of this Trademark Assignment will govern if there is any conflict between this Trademark Assignment and any other written instrument which concerns or affects the subject matter of this Trademark Assignment. This Trademark Assignment constitutes the complete understanding among the parties. No alteration or modification of any of this Trademark Assignment's provisions will be valid unless made in a written instrument which both parties sign.

[Remainder of page intentionally left blank - signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date first written above.

ASSIGNOR:

Palatine Oil Company, Inc.

By: 

Name: Gary Rabise

Its: President

ASSIGNEE:

Palatine Oil, LLC

By: _____

Name: Larry Stoddard

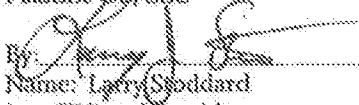
Its: CEO and President

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date first written above.

ASSIGNOR:
Palatine Off Company, Inc.

By: _____
Name: Gary Rabine
Its: President

ASSIGNEE:
Palatine Off, LLC

By:  _____
Name: Larry Stoddard
Its: CEO and President

Signature Page to Trademark Assignment