

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351644

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lubricorp, LLC		08/11/2015	LIMITED LIABILITY COMPANY: TENNESSEE
RECEIVING PARTY DATA			
Name:	Anderson Lubricants, Inc.		
Street Address:	1300 Virginia Drive, Ste 405		
Internal Address:	c/o PetroChoice Holdings, Inc.		
City:	Ft. Washington		
State/Country:	PENNSYLVANIA		
Postal Code:	19034		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3675691	LUBRICORP	
Registration Number:	3675690	LUBRICORP	
CORRESPONDENCE DATA			
Fax Number:	2122996051		
<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:	2128376847		
Email:	trademarks@hugheshubbard.com		
Correspondent Name:	Natasha N. Reed		
Address Line 1:	One Battery Park Plaza		
Address Line 2:	Hughes Hubbard & Reed LLP		
Address Line 4:	New York, NEW YORK 10004-1482		
ATTORNEY DOCKET NUMBER:	031834-00017		
NAME OF SUBMITTER:	Natasha N. Reed		
SIGNATURE:	/Natasha N. Reed/		
DATE SIGNED:	08/17/2015		
Total Attachments: 6			
source=Lubricorp, LLC - Trademark Assignment#page1.tif			

OP \$65.00 3675691

source=Lubricorp, LLC - Trademark Assignment#page2.tif
source=Lubricorp, LLC - Trademark Assignment#page3.tif
source=Lubricorp, LLC - Trademark Assignment#page4.tif
source=Lubricorp, LLC - Trademark Assignment#page5.tif
source=Lubricorp, LLC - Trademark Assignment#page6.tif

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement dated as of August 11, 2015 (this “**Agreement**”) is between Anderson Lubricants, Inc., a Wisconsin corporation (“**Buyer**”) and Lubricorp, LLC, a Tennessee limited liability company (“**Seller**”). Capitalized terms used but not defined in this Agreement shall have the meanings assigned to them in the Asset Purchase Agreement dated as of August 15, 2014 (the “**Purchase Agreement**”) among Buyer, Seller, Rogers Petroleum, Inc., and Southeastern Lubricants, Inc.

Pursuant to the Purchase Agreement, among other things, Buyer has agreed to acquire the Seller Marks set forth on Attachment 1 attached hereto from Seller, and Seller has agreed to sell the Seller Marks to Buyer.

In consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller agrees as follows:

1. Seller hereby sells, conveys, transfers, assigns and delivers to Buyer and its successors and assigns, and Buyer hereby acquires and accepts all the Seller Marks, free and clear of all Liens.

3. From time to time, as and when requested by either party hereto, the other party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as are reasonably necessary to evidence and effectuate the transactions contemplated by this Agreement.

4. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

5. This Agreement is subject in all respects to the terms and conditions of the Purchase Agreement. Nothing contained in this Agreement shall be deemed to supersede, enlarge, modify or waive any of the representations, warranties, covenants or other agreements contained in the Purchase Agreement. To the extent any provision of this Agreement is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

6. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respected successors and permitted assigns.

[The next page is the signature page]

The parties have executed and delivered this Trademark Assignment Agreement as of the date first written above.

ANDERSON LUBRICANTS, INC.

By: Christopher Laws
Name: Christopher Laws
Title: CFO, Treasurer and Secretary

LUBRICORP, LLC


By: _____
Name:
Title:

The parties have executed and delivered this Trademark Assignment Agreement as of the date first written above.

ANDERSON LUBRICANTS, INC.

By: _____
Name:
Title:

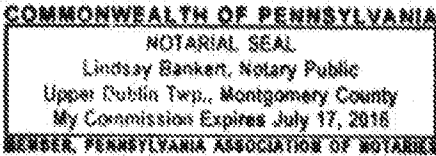
LUBRICORP, LLC

By:  _____
Name: *Chris Liposky*
Title: *Manager*

STATE OF Pennsylvania)
) ss.
COUNTY OF Montgomery)

This 11 day of August, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Christopher Laws, known to me or proved to me on the basis of satisfactory evidence to be the CFO, Treasurer and Secretary of Anderson Lubricants, Inc. and acknowledged to me that he/she executed the same in his/her capacity identified above on behalf of Anderson Lubricants, Inc., and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument on behalf of Anderson Lubricants, Inc.

Dated: August 11, 2015



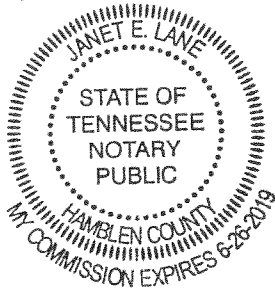
Lindsay Bankert
Name: _____
Lindsay Bankert
My Commission expires: 7/17/16

(NOTARIAL SEAL)

STATE OF Tennessee)
) ss.
COUNTY OF Hamblen)

This 7th day of August, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Chris Liposky, known to me or proved to me on the basis of satisfactory evidence to be the Manager of Lubricorp, LLC and acknowledged to me that he/she executed the same in his/her capacity identified above on behalf of Lubricorp, LLC, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument on behalf of Lubricorp, LLC.

Dated: 08/07, 2015



Janet E. Lane
Name: _____

My Commission expires: 06/26/19

(NOTARIAL SEAL)

ATTACHMENT 1

SELLER MARKS

Trademark	Country	App. No.	App. Date	Reg. No.	Reg. Date.	Int'l Class
LubriCorp	United States	77624065	December 1, 2008	3675691	September 1, 2009	39
LubriCorp	United States	77624045	December 1, 2008	3675690	September 1, 2009	39