

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368522

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Natural Gas Alliance, Inc., dba America's Natural Gas Alliance		01/01/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	American Petroleum Institute		
Street Address:	1220 L Street, NW		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20005		
Entity Type:	Non-profit corporation: D.C.		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4051926	FRIENDS OF NATURAL GAS NY	
Registration Number:	4133856	ANGA AMERICA'S NATURAL GAS ALLIANCE	
Registration Number:	4168745	SMARTER POWER TODAY	
Registration Number:	4169136	SMARTER FUEL TODAY	
CORRESPONDENCE DATA			
Fax Number:	2027785439		
<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:	202.662.5439		
Email:	trademarks@cov.com		
Correspondent Name:	Marie Lavalleye		
Address Line 1:	One CityCenter, 850 Tenth Street NW		
Address Line 2:	Covington & Burling LLP		
Address Line 4:	Washington, D.C. 20001		
ATTORNEY DOCKET NUMBER:	015860.00101		
NAME OF SUBMITTER:	Marie Lavalleye		
SIGNATURE:	/MarieLavalleye/		
DATE SIGNED:	01/08/2016		

CH \$115.00 4051926

Total Attachments: 5

source=Trademark Assignment Cover Sheet_Signed_#page1.tif

source=6. API - ANGA Trademark Assignment (executed)#page1.tif

source=6. API - ANGA Trademark Assignment (executed)#page2.tif

source=6. API - ANGA Trademark Assignment (executed)#page3.tif

source=6. API - ANGA Trademark Assignment (executed)#page4.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

American Natural Gas Alliance, Inc., dba America's Natural Gas Alliance

- Individual(s)
- Partnership
- Corporation- State: DE
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) DE

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) January 1, 2016

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: American Petroleum Institute

Street Address: 1220 L Street, NW

City: Washington

State: DC

Country: USA Zip: 20005-4070

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other non-profit corp. Citizenship DC

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

4051926, 4133856, 4168745, 4169136

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Marie A. Lavaileye, Esq.

Internal Address: Covington & Burling LLP

Street Address: One CityCenter, 850 Tenth Street NW

City: Washington

State: DC Zip: 20001

Phone Number: 202.662.5439

Docket Number: 202.778.5439

Email Address: trademarks@cov.com

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115

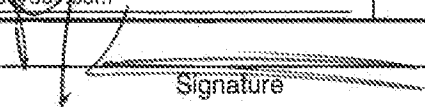
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 033412

Authorized User Name Marie Lavaileye

9. Signature:



Signature

Marie A. Lavaileye

Name of Person Signing

1-8-16

Date

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK AND OTHER INTELLECTUAL PROPERTY ASSIGNMENT

THIS TRADEMARK AND OTHER INTELLECTUAL PROPERTY ASSIGNMENT (this "*Assignment*") is made effective as of January 1, 2016 (the "*Effective Date*"), by and between the American Natural Gas Alliance, Inc., dba America's Natural Gas Alliance, a Delaware corporation, 1201 New York Avenue, NW, Suite 1110, Washington, DC 20005, ("*Assignor*"), and the American Petroleum Institute, a District of Columbia non-profit corporation, 1220 L Street, NW, Washington, DC 20005-4070 ("*Assignee*").

WHEREAS, Assignor is the owner of the entire right, title, and interest in, to, and under the trademarks listed on Exhibit A as well as certain other trademarks, service mark, trade names and logos used in connection with Assignor's business and activities, including, but not limited to, the word marks "AMERICA'S NATURAL GAS ALLIANCE," and "ANGA," (collectively, the "*Marks*"), which right, title and interest shall include, without limitation, all common law rights, all copyrights, all United States and foreign trademark and copyright registrations and applications, and all goodwill associated with any and all of the foregoing Marks (collectively, the "*Trademark Rights*");

WHEREAS, Assignor and Assignee are parties to that certain Asset Contribution Agreement, dated as of November 18, 2015 (the "*Asset Contribution Agreement*"), pursuant to which Assignor has agreed to contribute and Assignee has agreed to receive, among other things, all of Assignor's right, title and interest in, to and under the Trademark Rights and in, to and under such other intellectual property and intellectual property rights owned or used by Assignor, including without limitation the Trademark Rights and other intellectual property and intellectual property rights identified on Exhibit A hereto (collectively, the "*Assignor Intellectual Property Rights*"); and

WHEREAS, pursuant to the terms of the Asset Contribution Agreement, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, all of Assignor's right, title, and interest in, to, and under the Assignor Intellectual Property Rights.

NOW, THEREFORE, for good and valuable consideration (including the promises and covenants set forth in the Asset Contribution Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Assignor hereby irrevocably sells, assigns, transfers, and sets over to Assignee all of Assignor's right, title, and interest in and to the Assignor Intellectual Property Rights, including without limitation the Trademark Rights, together with all common law rights therein and all goodwill of the business associated therewith, and all registrations, registration applications, renewals, restorations and extensions of any of the foregoing, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties, damages, or payments due or payable as of the Effective Date or thereafter related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Trademark Rights and any of the other Assignor Intellectual Property Rights, with the right to sue for and collect the same for Assignee's own use

and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks, the United States Copyright Office and any other similar U.S., state or foreign government authority to record Assignee as owner of the Assignor Intellectual Property Rights, including without limitation the Trademark Rights set forth on Exhibit A and issue any and all registrations issued thereon to Assignee, as assignee of the entire right, title, and interest in, to, and under the same, for the sole use and enjoyment of Assignee and its successors, assigns, or other legal representatives.


Assignor shall provide Assignee, its successors, assigns, or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney, or other documentation) as may be reasonably required in the implementation or perfection of this Assignment and in the preparation and prosecution of any application for registration or renewal of a registration covering any of the Assignor Intellectual Property Rights, including any of the Trademark Rights.

Except to that extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the District of Columbia without giving effect to the principles of conflicts of laws thereof.

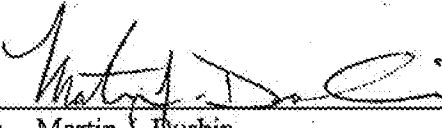
[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

AMERICAN PETROLEUM INSTITUTE:

By: 
Name: Jack N. Gerard
Title: President and CEO

**AMERICAN NATURAL GAS ALLIANCE,
INC.:**

By: 
Name: Martin J. Durbin
Title: President and CEO

[Signature Page to Trademark Assignment]

EXHIBIT A
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

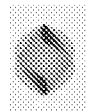
Mark	Country	Application No.	Filing Date	Registration No.	Registration Date
	US	85/155,991	10/19/2010	4,051,926	11/8/2011
	US	85/083,235	7/13/2010	4,133,856	5/1/2012
SMARTER POWER TODAY	US	85/204,548	12/22/2010	4,168,745	7/3/2012
SMARTER FUEL TODAY	US	85/324,456	5/18/2011	4,169,136	7/3/2012
	CA	1,489,586	7/22/2010	TMA840,609	1/18/2013

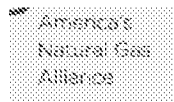
UNREGISTERED MARKS

Think About It

Think About







[Schedule A - Trademark Assignment]