

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380221

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United Petroleum Company, LLC		02/28/2014	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	Calumet Packaging, LLC		
Street Address:	2780 Waterfront Parkway East Drive, Suite 200		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46214		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4007814	CONSUMER ENGINE GUARD	
Registration Number:	4078118	INNOVATION IN EVERY DROP	
Registration Number:	4078119	YOUR ENGINE WON'T KNOW IT'S GREEN	
Registration Number:	4151111	QUANTUM	
Registration Number:	4203799	TRUSTED LUBRICANT SOLUTIONS	
Registration Number:	4216408		
Registration Number:	4226655	HYPERION	
Registration Number:	4238315	TRUST THY OIL	
Registration Number:	4313624	CLEANGUARD	
Registration Number:	4383710	CLEAR SOL	
CORRESPONDENCE DATA			
Fax Number:	3172317433		
<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:	317-236-1313		
Email:	jgard@btlaw.com		
Correspondent Name:	Julia Spoor Gard		
Address Line 1:	11 South Meridian Street		
Address Line 4:	Indianapolis, INDIANA 46204-3535		

CH \$265.00 4007814

ATTORNEY DOCKET NUMBER:	30215-MULT-SEE E.ROSS
NAME OF SUBMITTER:	Julia Spoor Gard
SIGNATURE:	/jgard/
DATE SIGNED:	04/12/2016

Total Attachments: 11

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of February 28, 2014, is by and between United Petroleum Company, LLC, an Arizona limited liability company (the "Seller"), Calumet Packaging, LLC, a Delaware limited liability company (the "Purchaser"), and, solely for purposes of Section 5.05, Shane Terry and Claude Terry.

WHEREAS, the Seller is engaged in the Business (as defined below) and owns the Purchased Assets (as defined below); and

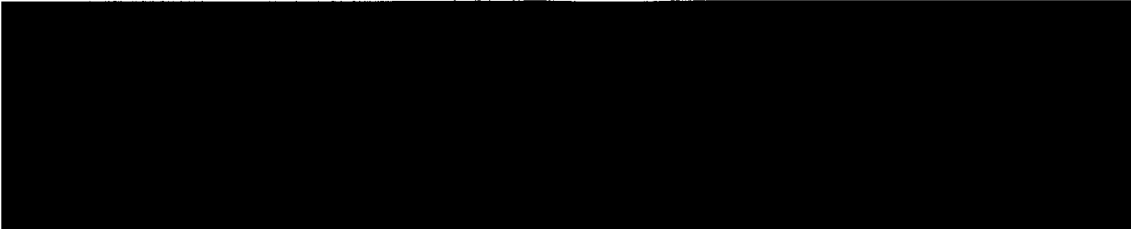
WHEREAS, the Seller desires to sell and transfer to the Purchaser the Purchased Assets, and the Purchaser desires to purchase the Purchased Assets from the Seller upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual agreements and covenants hereinafter set forth, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS

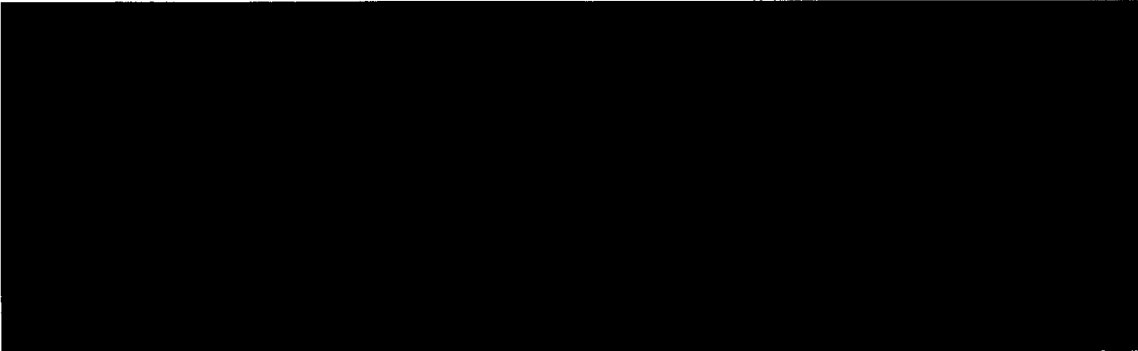
1.01 Certain Defined Terms. For purposes of this Agreement:

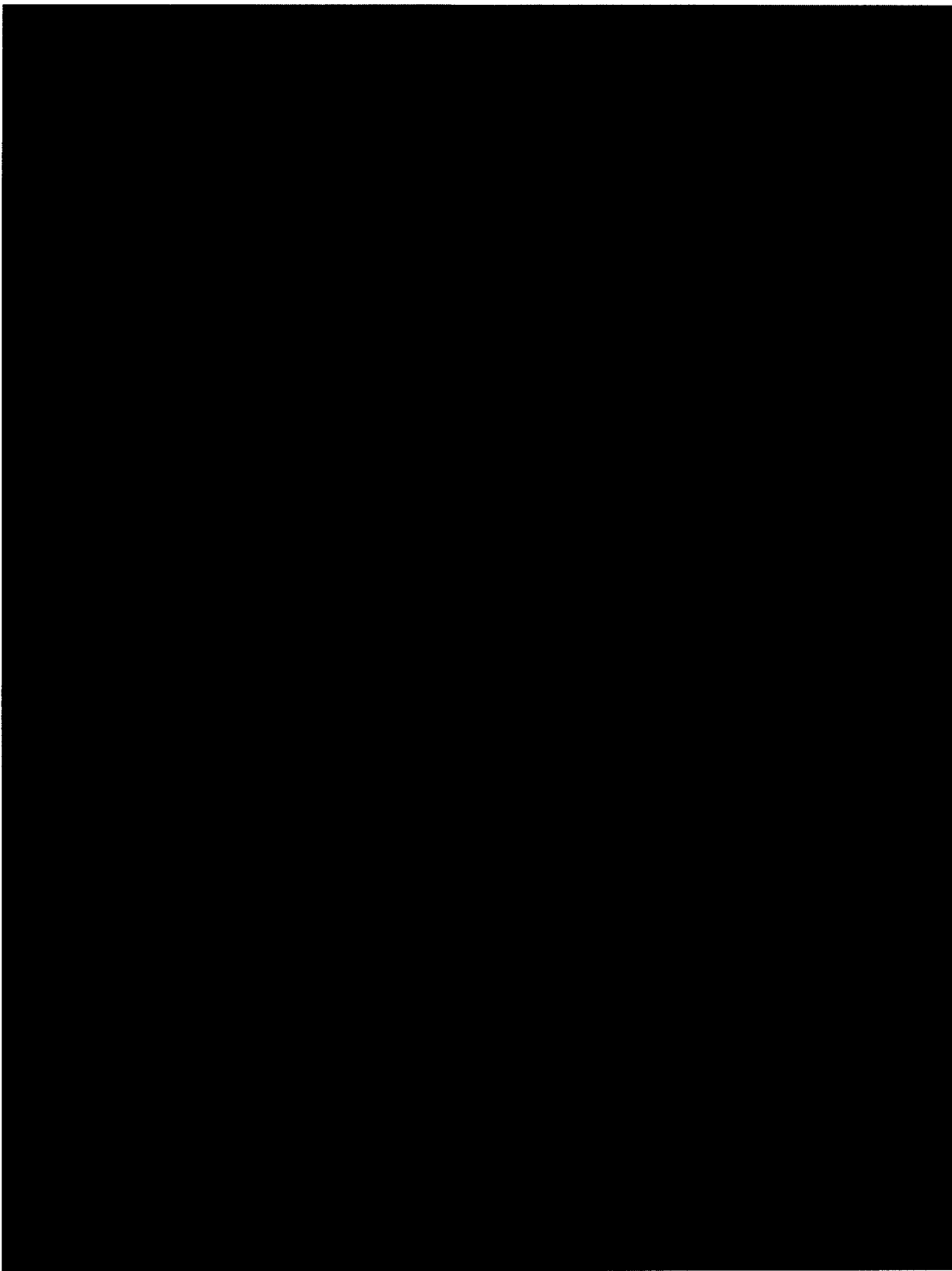
"Action" means any claim, action, suit, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority, arbitrator or mediator.

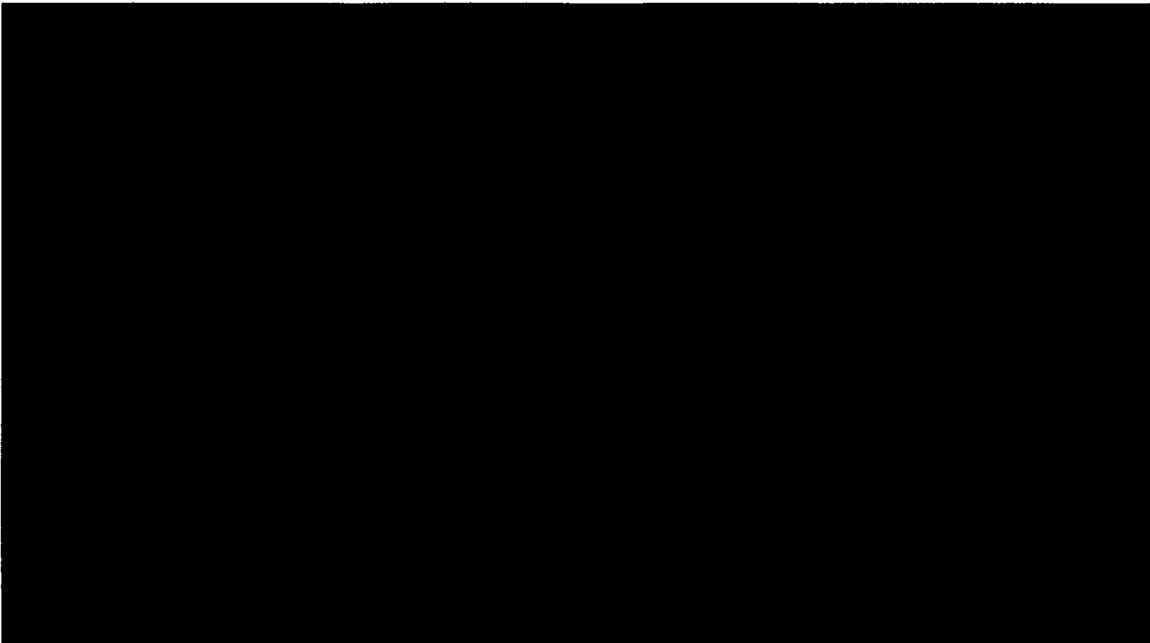


"Business" means the Seller's business of marketing, selling and distributing performance lubricants and related products to the Seller's lubricant distributors.

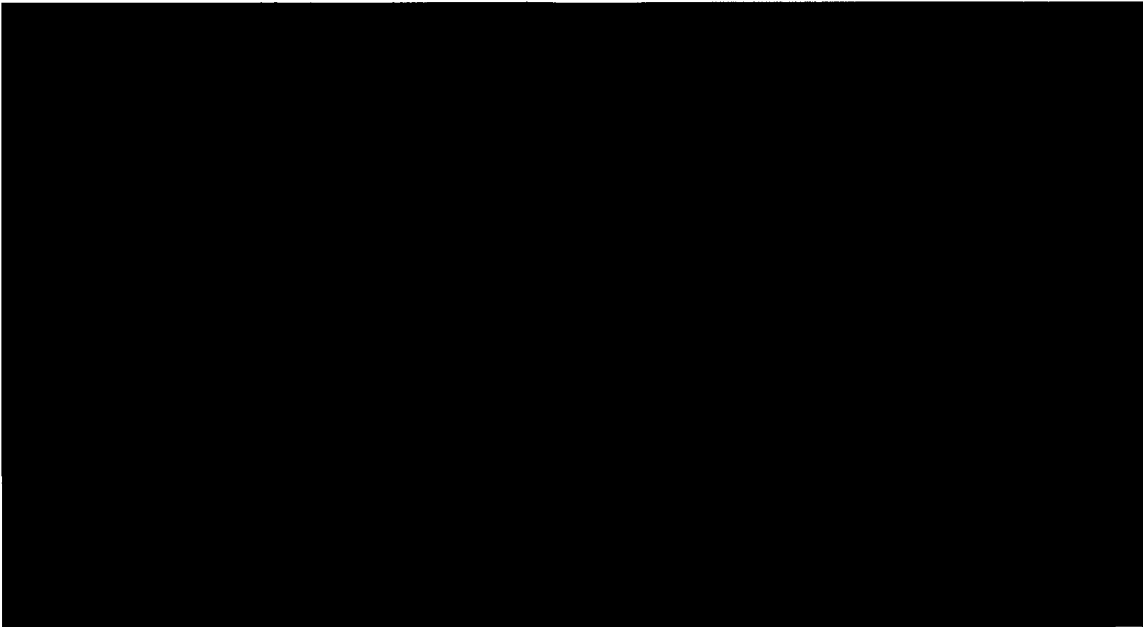
"Claims" and "claims" means any and all administrative, regulatory or judicial actions, suits, petitions, appeals, demands, demand letters, claims, liens, notices of noncompliance or violation, investigations, proceedings, consent orders or consent agreements.

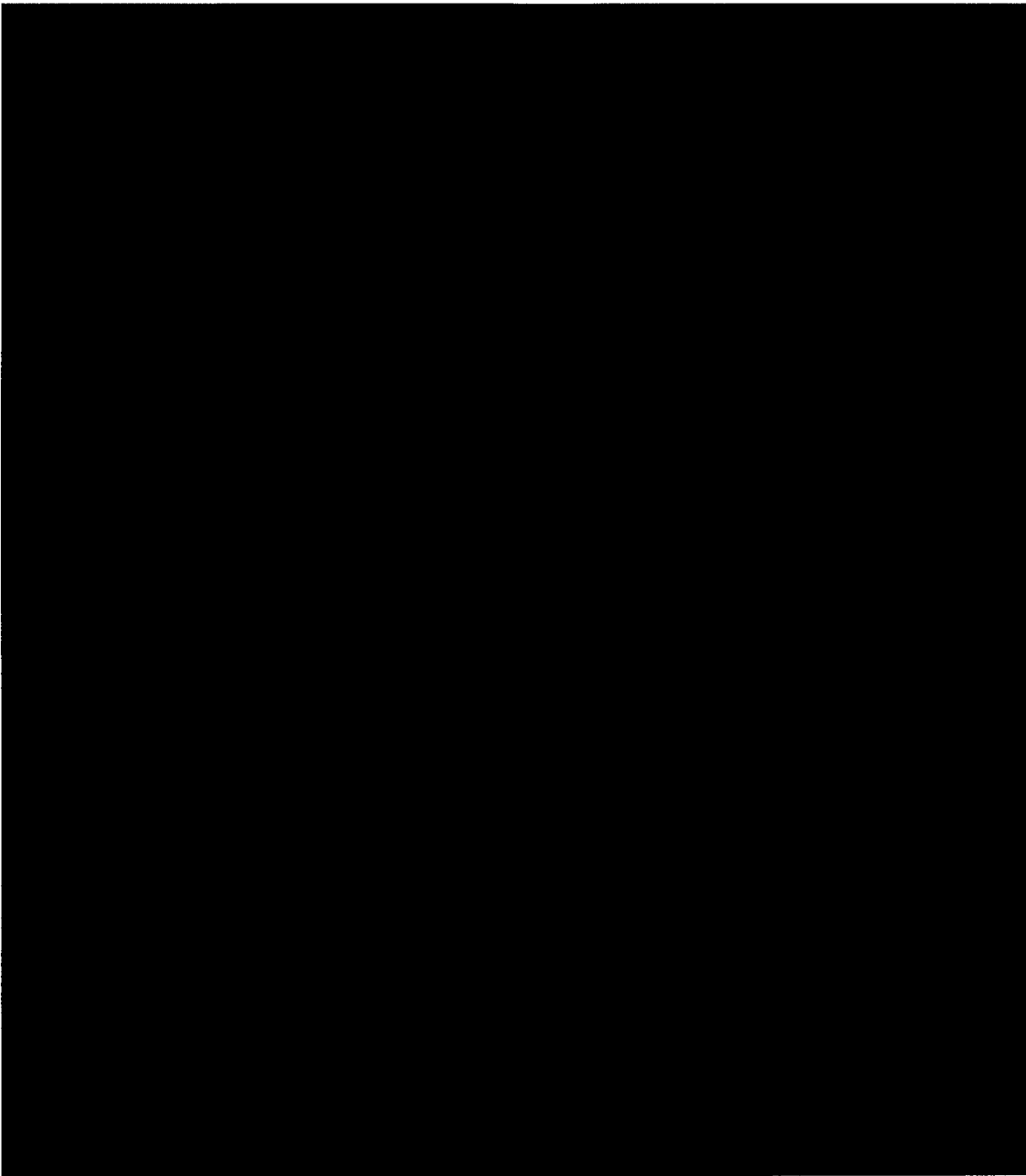






“Intellectual Property” means any (i) patents, patent applications, and statutory invention registrations, (ii) trademarks, service marks, domain names, trade dress, logos, trade names, corporate names, and other identifiers of source or goodwill, including registrations and applications for registration thereof, (iii) mask works and copyrights, including copyrights in computer software, and registrations and applications for registration thereof, and (iv) confidential and proprietary information, including trade secrets, know-how and invention rights.





3.19 Intellectual Property.

(a) Except for any off-the-shelf software, Section 3.19 of the Disclosure Schedule sets forth a true and complete list of (i) all patents and patent applications, registered trademarks and trademark applications, registered copyrights and copyright applications, and domain names included in the Owned Intellectual Property, (ii) all Seller IP Agreements, and (iii) other Owned Intellectual Property material to the Business. All of the foregoing (i) are valid, enforceable and subsisting, and (ii) along with all related filings, registrations and material disclosures and

elections, have been made available to the Purchaser. Except as set forth in Section 3.19 of the Disclosure Schedule, no item listed in Section 3.19 of the Disclosure Schedule has been abandoned or cancelled, all maintenance and prosecution fees relating thereto that are due have been paid and no written notice of cancellation, termination, expiration or abandonment of any of the foregoing (except natural expiration or termination at the end of the full possible term, including extensions and renewals) has been received by the Seller. Except as provided in Section 3.19 of the Disclosure Schedule, the Seller has not owned any patents or trademarks (or applications with respect thereto), regardless of current status, in the last five (5) years. To the Knowledge of the Seller, there are no questions, challenges, claims, actions or proceedings (or any potential basis therefor) with respect to the validity (or any other aspect or status) of any such Intellectual Property. Except as set forth in Section 3.19 of the Disclosure Schedule, there are no filings, elections, responses, payments or other actions required by Law relating to prosecution and maintenance of any of the registered and applied-for Owned Intellectual Property which, if not made or taken as of or within ninety (90) days of Closing will materially and adversely affect the Owned Intellectual Property.

(b) The Seller is the exclusive owner of all right, title and interest in and to the Owned Intellectual Property free and clear of all Encumbrances and has a valid license to use all other Intellectual Property used in connection with the Business. The Seller is entitled to use all Owned Intellectual Property and Licensed Intellectual Property in the continued operation of the Business without limitation, subject only to the terms of the Seller IP Agreements. The Owned Intellectual Property and the Licensed Intellectual Property have not been adjudged invalid or unenforceable in whole or in part, and are valid and enforceable.

(c) The conduct of the Business as currently conducted does not infringe, violate or misappropriate the Intellectual Property of any third party in any material respect, and no Action alleging any of the foregoing is pending or has been received in the last five (5) years, and, to the Knowledge of the Seller, no Claim has been threatened or asserted against the Seller alleging any of the foregoing. Except as set forth in Section 3.19 of the Disclosure Schedule, to the Knowledge of the Seller, no person is engaging in any activity that infringes the Owned Intellectual Property.

(d) No Owned Intellectual Property is subject to any outstanding decree, order, injunction, judgment or ruling restricting the use of such Intellectual Property or that would impair the validity or enforceability of such Intellectual Property.

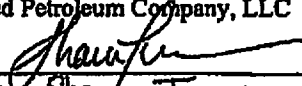
(e) The Seller has taken all reasonable steps and no less than industry standard efforts to protect and preserve the confidentiality of all Owned Intellectual Property and no such Owned Intellectual Property being held by the Seller as proprietary information or a trade secret, as a result of actions of the Seller, has been used by or disclosed to any Person except pursuant to valid and appropriate non-disclosure and/or license agreements which, to the Knowledge of the Seller, have not been breached.

(f) The Seller has sufficient rights to use all of the computer software used in the Business as presently conducted. Neither the execution, delivery or performance of this Agreement, nor the consummation of the transactions contemplated hereby, will breach the terms

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

SELLER:

United Petroleum Company, LLC

By: 
Name: Shane Terry
Its: President

PURCHASER:

Calumet Packaging, LLC

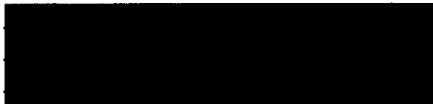
By: *[Signature]*
Name: *Shirley Seculmins*
Its: *President and COO*

INDEX OF SCHEDULES

Disclosure Schedule

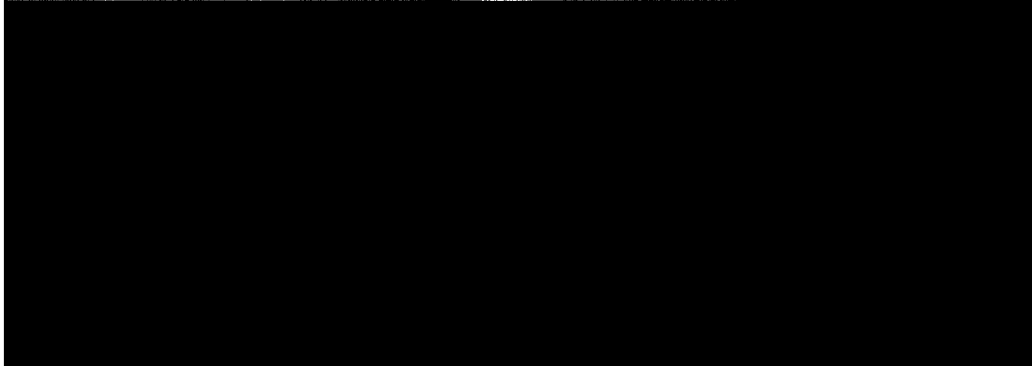


3.19 Intellectual Property



Section 3.03 Books and Records

The Seller has provided the Purchaser copies of the following books and records:



9. Trademark Registration Certificates for registered trademarks listed in Section 3.19 of this Disclosure Schedule;



Section 3.19 Intellectual Property

(a)(i) Patents, patent applications, registered trademarks, trademark applications, registered copyrights and copyright applications, and domain names

Trademarks

Trademark	Serial Number	Registration Number	Registration Date	Status	Next Filing/Action
Consumer Engine Guard	85230639	4,007,814	August 2, 2011	Registered (Supplemental Register)	August 2, 2016 Declaration of Use 15 U.S.C. §§ 1058, 1141k
Innovation in Every Drop	85230601	4,078,118	December 27, 2011	Registered	December 27, 2016 Declaration of Use 15 U.S.C. §§ 1058, 1141k
Your Engine Won't Know It's Green	85230563	4,078,119	December 27, 2011	Registered	December 27, 2016 Declaration of Use 15 U.S.C. §§ 1058, 1141k
Quantum	85230563	4,151,111	May 29, 2012	Registered	May 29, 2017 Declaration of Use 15 U.S.C. §§ 1058, 1141k
Trusted Lubricant Solutions	85230591	4,203,799	September 4, 2012	Registered (Supplemental Register)	September 4, 2017 Declaration of Use 15 U.S.C. §§ 1058, 1141k
Star (B&W Design)	85370595	4,216,408	October 2, 2012	Registered	October 2, 2017 Declaration of Use 15 U.S.C. §§ 1058, 1141k
Hyperion	85292261	4,226,655	October 16, 2012	Registered	October 16, 2017 Declaration of Use 15 U.S.C. §§ 1058, 1141k
Trust Thy Oil	85230624	4,238,315	November 6, 2012	Registered	November 6, 2017 Declaration of Use 15 U.S.C. §§ 1058, 1141k

Trademark	Serial Number	Registration Number	Registration Date	Status	Next Filing/Action
Cleanguard	85292269	4,313,624	April 2, 2013	Registered	April 2, 2016 Declaration of Use 15 U.S.C. §§ 1058, 1141k
ClearSol	85812688	4,383,710	August 13, 2013	Registered	August 13, 2018 Declaration of Use 15 U.S.C. §§ 1058, 1141k
United Petroleum	85230533			Abandoned (November 3, 2011)	
XS Elite	85292242			Abandoned (January 14, 2012)	
Infinity	85230580			Abandoned (March 26, 2012)	

