

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM434828

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Farner-Bocken Company		07/10/2017	Corporation: IOWA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Core-Mark Midcontinent, Inc.		
<b>Street Address:</b>	395 Oyster Point Boulevard		
<b>Internal Address:</b>	Suite 415		
<b>City:</b>	South San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94080		
<b>Entity Type:</b>	Corporation: ARKANSAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2304706	TACO DEPOT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6508023100		
<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>			
<b>Phone:</b>	6508023000		
<b>Email:</b>	brian.lee@weil.com		
<b>Correspondent Name:</b>	Marisa Geiger		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	201 Redwood Shores Parkway		
<b>Address Line 4:</b>	Redwood Shores, CALIFORNIA 94065-1134		
<b>NAME OF SUBMITTER:</b>	Marisa Geiger		
<b>SIGNATURE:</b>	/Marissa Geiger/		
<b>DATE SIGNED:</b>	07/12/2017		
<b>Total Attachments: 5</b>			
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**TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment") is entered into as of July 10, 2017 (the "Effective Date"), by and between Core-Mark Midcontinent, Inc., an Arkansas corporation, with an address at 395 Oyster Point Boulevard, Suite 415, South San Francisco, CA 94080 ("Assignee"), and Farner-Bocken Company, an Iowa corporation, with an address at 1751 Highway 30 East, Carroll, IA 51401 ("Assignor"). Assignor and Assignee are collectively referred to herein as the "Parties."

WHEREAS, Assignee and Assignor have entered into that certain Asset Purchase Agreement, dated as of May 19, 2017 (the "Purchase Agreement"), by and among Assignee, Assignor, Farner-Bocken Building Company, L.L.C., an Iowa limited liability company, and Dennis Anderson, solely in his capacity as the Sellers' Representative, pursuant to which Assignor has agreed to sell and transfer certain assets to Assignee as part of the transfer of all or substantially all of the assets of the Business (as defined in the Purchase Agreement), including, without limitation, all right, title and interest in and to certain trademarks, trademark registrations, trademark applications and other trademark rights, together with the goodwill of the business symbolized by such trademarks;

WHEREAS, Assignor owns all right, title and interest in and to such trademarks, trademark registrations, trademark applications and other trademark rights including, without limitation, those rights set forth in Exhibit 1 of this Assignment, any similar or derivative names to which any rights are held by such Assignor, any service marks, trademarks, trade names, d/b/a names, fictitious names, identifying symbols, logos, emblems or signs containing or comprising any of the foregoing or otherwise used by the Assignor, and any name or mark confusingly similar to any of the foregoing to which any rights are held by such Seller (collectively, the "Seller Marks"), whether or not registered (the "Trademarks"); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to receive, all of Assignor's right, title and interest in and to the Trademarks from Assignor, together with the goodwill of the business symbolized by the foregoing.

NOW, THEREFORE, pursuant to the Purchase Agreement, and for good and valuable consideration given and received, the receipt and legal sufficiency of which is hereby acknowledged, Assignor and Assignee, intending to be legally bound hereby, agree as follows:

1. Assignor hereby irrevocably transfers, conveys, assigns and delivers to Assignee, and Assignee hereby accepts:
  - (a) all of Assignor's right, title and interest throughout the world (including, without limitation, all rights provided by international conventions and treaties) in and to all Trademarks, together with the goodwill of the business symbolized by the Trademarks;
  - (b) all rights to causes of action and remedies related to the Trademarks, including without limitation, the right to sue (including, without limitation, for damages and injunctive relief) for any past, present or future infringement, violation, dilution or other unauthorized use of any of the Trademarks;
  - (c) all rights to receive income, royalties, damages, payments or other consideration with respect to the Trademarks;
  - (d) all rights to prosecute and maintain the Trademarks; and
  - (e) all other rights and interests arising out of, in connection with or in relation to the Trademarks.
2. Assignor agrees, without further compensation, upon the request of Assignee (or its successors, assigns or legal representatives) to timely:
  - (a) execute all oaths, assignments, powers and any other papers;

- (b) testify in all proceedings; and
  - (c) otherwise take all actions, and fully cooperate with Assignee;
- in each such case above, as may be necessary or appropriate, to convey, establish, evidence, perfect, maintain, protect, defend and enforce Assignee's rights in the Trademarks or otherwise related to securing and enforcing Assignee's rights under this Assignment; and Assignor hereby irrevocably appoints Assignee and any of its officers as Assignor's attorney in fact to undertake such acts in Assignor's name.
3. Assignor agrees to deliver to Assignee accurate copies of all material correspondence with counsel, in Assignor's or its counsel's possession, relating to ownership, filing, protection, infringement or enforcement of, the Trademarks, to the extent such has not already been delivered.
  4. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States, and any other official of any applicable governmental authority, to record this Assignment and to issue any Trademarks from any applications included in the Trademarks to and in the name of Assignee.
  5. This Assignment, the rights and obligations of the Parties under this Assignment, and any claim or controversy directly or indirectly based upon, arising out of or related to, this Assignment or the transactions contemplated by this Assignment (whether based upon contract, tort or any other theory), including, without limitation, all matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to any conflict of laws provisions that would require the application of the law of any other jurisdiction.
  6. This Assignment may be executed in one or more counterparts (including by facsimile or electronic transmission), each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.
  7. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

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IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed and delivered as of the Effective Date first set forth above.

For Farner-Bocken Company

*Dennis L Anderson*

Signature

DENNIS L ANDERSON SECRETARY

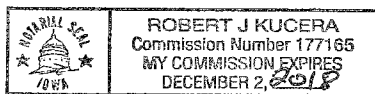
Name and Title

JULY 10, 2017

Date

Notary Seal:

*Robert J Kucera - Notary*



[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

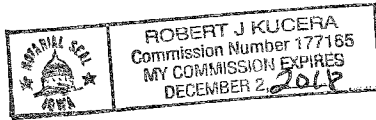
For Core-Mark Midcontinent, Inc.

*Scott McPherson*  
Signature

Scott McPherson, Assistant Secretary  
Name and Title

7/10/17  
Date

Robert J Kucera Notary 210-17  
Notary Seal:



[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

**EXHIBIT 1**

**Trademark Registrations and Applications:**

<b>Title</b>	<b>Status</b>	<b>Application or Registration Number</b>	<b>Jurisdiction</b>	<b>Issuance, Registration or Application Date</b>
Taco Depot	Renewed	2,304,706	United States	28-Dec-1999

**Common Law Trademarks:**

Unregistered Trade Name: Farner-Bocken Company

Unregistered Mark:

