

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449978

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Siegel Oil Co., LLC.		09/29/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	West Direct Oil, LLC		
Street Address:	74 Maple Street		
City:	Stoughton		
State/Country:	MASSACHUSETTS		
Postal Code:	02072		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	87286965	SKY	
Serial Number:	76488816	LUBE BASIC	
Registration Number:	3848973	ZENITH	
Registration Number:	4016248	ZENITH	
Registration Number:	3846183	SKY KEEPING IT BLUE	
Registration Number:	3938468	SKY KEEPING IT BLUE	
Registration Number:	3846184	BLUE IS THE NEW GREEN	
Registration Number:	3997536	SKY	
Registration Number:	4098019	HONORTHYMOTHER	
Registration Number:	4587121	S SIEGEL ENERGY CORPORATION BETTER EVERY	
CORRESPONDENCE DATA			
Fax Number:	6175572939		
<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:	6175573030		
Email:	mcarey@bmklegal.com		
Correspondent Name:	Matthew J. Carey		
Address Line 1:	44 School Street, 9th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02108		

OP \$265.00 87286965

NAME OF SUBMITTER:	Matthew J. Carey
SIGNATURE:	/Matthew J. Carey/
DATE SIGNED:	11/07/2017
Total Attachments: 6 source=Trademark Assignment_1#page1.tif source=Trademark Assignment_1#page2.tif source=Trademark Assignment_1#page3.tif source=Trademark Assignment_1#page4.tif source=Trademark Assignment_1#page5.tif source=Trademark Assignment_1#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement"), dated as of September 29, 2017, is entered into by and between Siegel Oil Co., LLC, a Delaware limited liability company ("Assignor"), and West Direct Oil, LLC, a Colorado limited liability company ("Assignee").

Recitals

WHEREAS, Assignee is a wholly owned subsidiary of West Direct Holdings, Inc., a Delaware corporation ("West Direct").

WHEREAS, West Direct and Assignor are parties to that certain Asset Purchase Agreement dated September 1, 2017 (as amended, the "Purchase Agreement"), by and among, West Direct, Assignor, Titan Terminal Railway Company, a Colorado corporation ("Titan"), GenShield Field Services, LLC, a Colorado limited liability company ("GenShield"), and 1380 Management Company LLC, a Colorado limited liability company ("1380 Management" and together with Assignor, Titan and GenShield collectively, the "Sellers" and each individually, a "Seller"). Capitalized terms used but not defined in this Agreement are defined in the Purchase Agreement.

WHEREAS, the Purchase Agreement provides for the sale by Sellers, and the purchase by Buyer or its designee, of the Assets, including the Acquired Intellectual Property, on the terms and conditions set forth therein.

WHEREAS, West Direct has designated its right to receive the Acquired Intellectual Property to be conveyed hereunder to Assignee.

WHEREAS, Assignor desires to convey all of its rights, titles and interests in the Acquired Intellectual Property to Assignee, and Assignee desires to acquire all of Assignor's rights, titles and interests such Acquired Intellectual Property.

NOW, THEREFORE, in consideration of, among other things, the payment by West Direct of the Purchase Price and in further consideration of the covenants and agreements contained in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Acquired Intellectual Property. Effective as of the Closing Date, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee accepts all right, title and interest of Assignor in and to the Acquired Intellectual Property, including but not limited to such registered Acquired Intellectual Property described in Schedule A attached hereto and all other corresponding rights that exist or that may be secured under common law, state law, the laws of the United States or any foreign country, including, but not limited to, all Trade Secrets, registrations and applications for registration, issuances, extensions and renewals, and similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to any such laws and all associated goodwill associated therewith and the associated Business, income, royalties or payments due or payable with respect thereto, and the

right to sue and collect damages for past, present and future infringements, misappropriations or violations, for Assignee's use and enjoyment, and for the use and enjoyment of Assignee's 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, but excluding the Titan Labs Intellectual Property (as defined in that certain intellectual property assignment agreement dated the date hereof by Assignor and West Direct Labs, LLC) and the Mighty Intellectual Property (as defined in that certain intellectual property assignment agreement dated the date hereof by Assignor and West Direct Mighty, LLC).

2. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

5. Further Assurances. Assignor shall execute and deliver, at the reasonable request of Assignee, such additional documents, papers, forms, and authorizations and take such further actions as Assignee may reasonably request to secure, complete, or vest in Assignee full right, title, and interest in and to the Acquired Intellectual Property.

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR

Siegel Oil Co., LLC

By _____

Name: Donald A. Siegel

Title: President and CEO

ASSIGNEE

West Direct Oil, LLC

By Walter J. McNamara

Name: Walter J. McNamara

Title: Chief Financial Officer and Treasurer

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR

Siegel Oil Co., LLC

By 

Name: Donald A. Siegel

Title: President and CEO

ASSIGNEE

West Direct Oil, LLC





By _____

Name: William J. McNamara, Jr.

Title: President and Secretary

SCHEDULE A

Acquired Intellectual Property

Trade/Service Mark	Goods/Services	Serial No.	Filing Date	Reg. No.	Reg. Date
SKY	Automotive cleaning preparations; automobile, tire, glass and wheel cleaning preparations; automobile and car wax preparations; automobile polishes; automobile carpet and upholstery cleaning preparations; tire dressings; floor polishes, floor wax; floor stripping and cleaning preparations; degreasers other than for use in manufacturing processes; cleaning preparations for automotive shops (Class 3)	87/286,965	January 2, 2017		
LUBE BASIC	Automotive lubricants, motor oil, automotive greases (Class 4)	76/488,816	Feb. 6, 2003	2,977,207	July 26, 2005
ZENITH	Windshield Washing Fluids (Class 3) 	77/797,953	February 26, 2008	3,848,973	September 14, 2010
ZENITH	Antifreeze/coolant and automatic transmission fluid for motor vehicles (Class 1) Lubricants for motor vehicles (Class 4) 	77/406,011	February 26, 2008	4,016,248	August 23, 2011
SKY KEEPING IT BLUE	Motor oils; Lubricants for motor vehicles (Class 4)	77/743,664	May 23, 2009	3,846,183	September 7, 2010
SKY KEEPING IT BLUE and Design	Motor oils; Lubricants for motor vehicles (Class 4) 	77/743,765	May 23, 2009	3,938,468	March 29, 2011
BLUE IS THE NEW GREEN	Motor oils; Lubricants for motor vehicles (Class 4)	77/743,666	May 23, 2009	3,846,184	September 7, 2010
SKY	Motor oils; Lubricants for motor vehicles (Class 4)	85/204,586	December 23, 2010	3,997,536	July 19, 2011
HONORTHYM OTHER	Motor oils; lubricants for motor oils (Class 4) 	85/204,585	December 23, 2010	4,098,019	February 14, 2012
[S] SIEGEL ENERGY CORPORATI	Distribution services, namely, delivery of automotive lubricants, industrial lubricants and all-purpose lubricants, automotive oils, fuels and fluids,	85/963,563	June 19,2013	4,587,121	August 19, 2014

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EVERY DAY

industrial oils, fuels and fluids, all-purpose oils, fuels and fluids, fuel additives, automotive detailing products, grease, degreasers, filters, antifreeze, windshield wash, de-icing fluids, transmission fluids, hydraulic fluids, flush chemicals, solvents, rust preventives and oil absorbents (Class 39)

