

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM500483

<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>
Worley & Obetz, Inc.		09/28/2018	Corporation: PENNSYLVANIA
Amerigreen Energy, Inc.		09/28/2018	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Diesel Direct Mid-Atlantic, Inc.		
<b>Street Address:</b>	74 Maple St.		
<b>City:</b>	Stoughton		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02072		
<b>Entity Type:</b>	Corporation: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5402518	AMERICOMFORT	
<b>Registration Number:</b>	4828711	AMERIGREEN ENERGY BROKERS	
<b>Registration Number:</b>	4769963	AMERIGREEN	
<b>Registration Number:</b>	4769961	AMERIGREEN	
<b>Registration Number:</b>	4769959	AMERIGREEN	
<b>Registration Number:</b>	3179545	AMERIGREEN	
<b>Registration Number:</b>	3938324	AMERIGREEN	
<b>Registration Number:</b>	3908816	OUR SOIL. OUR OIL.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	617-557-3030		
<b>Email:</b>	mcarey@bmklegal.com		
<b>Correspondent Name:</b>	Matthew J. Carey		
<b>Address Line 1:</b>	44 School St., 9th Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02108		
<b>NAME OF SUBMITTER:</b>	Matthew J. Carey		

OP \$215.00 5402518

<b>SIGNATURE:</b>	/Matthew J. Carey/
<b>DATE SIGNED:</b>	12/03/2018
<b>Total Attachments: 4</b> source=Intellectual Property Assignment Agreement_Executed_9.28.2018#page1.tif source=Intellectual Property Assignment Agreement_Executed_9.28.2018#page2.tif source=Intellectual Property Assignment Agreement_Executed_9.28.2018#page3.tif source=Intellectual Property Assignment Agreement_Executed_9.28.2018#page4.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Agreement**”), dated as of September 28, 2018, is entered into by and between Christine C. Shubert, in her capacity as Chapter 7 Trustee (the “**Assignor**”) for the estates of (i) Worley & Obetz, Inc. (Case No. 18-13774 REF); (ii) Americomfort, Inc. (Case No. 18-13775-REF); (iii) Amerigreen Energy, Inc. (Case No. 18-13777-REF); (iv) Advance Air, Inc. (Case No. 18-13778-REF); (v) Amerigreen Energy Brokers, LLC (Case No. 18-13779-REF); (vi) Amerigreen Electricity, LLC (Case No. 18-13780 REF); (vii) Amerigreen Hedging Services, LLC (Case No. 18-13781-REF); (viii) Amerigreen Lubricants, LLC (Case No. 18-13782- REF); (ix) Amerigreen Natural Gas, LLC (Case No. 18 13783-REF); and (x) Amerigreen Propane, LLC (Case No. 18-13784-REF) (collectively, the “**Debtors**”) and Diesel Direct Holdings, Inc., a Delaware Corporation (“**DDHI**”). All capitalized terms used in this Agreement and not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement, dated September 17, 2018, by and between DDHI and Seller (the “**Asset Purchase Agreement**”).

### Recitals

WHEREAS, pursuant to the Asset Purchase Agreement and the Approval Order, Assignor agreed to sell to DDHI, and DDHI agreed to purchase from Assignor, the Purchased Assets, including the Intellectual Property Rights, for the consideration and upon the terms and conditions set forth therein;

WHEREAS, DDHI has designated its right to receive the Acquired Intellectual Property to be conveyed hereunder to DDHI’s affiliate, Diesel Direct Mid-Atlantic, Inc., a New Jersey corporation, (“**Assignee**”)

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

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

1. Assignment of Intellectual Property Rights. 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 Intellectual Property Rights, including but not limited to such registered Intellectual Property Rights 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.

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 Commonwealth of Pennsylvania and any applicable provisions of the Bankruptcy Code, without regard to conflict of law principles that would result in the application of any other law.

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 Intellectual Property Rights.

6. Terms of Asset Purchase Agreement. Each of Seller and DDHI, by executing this Agreement, hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of any party under the Asset Purchase Agreement shall be deemed to be enlarged, negated, modified or altered in any way by this Agreement. If any conflict exists between the terms of this Agreement and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

*[Signature page follows]*

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.

CHRISTINE C. SHUBERT, SOLELY  
IN HER CAPACITY AS CHAPTER 7  
TRUSTEE FOR THE ESTATES OF  
WORLEY & OBETZ, INC., ET AL.

By: \_\_\_\_\_  
Name:  
Title:



DIESEL DIRECT MID-ATLANTIC, INC.

By: \_\_\_\_\_  
Name:  
Title:

*Walter J. McNamara*  
Walter J. McNamara  
CFO

## **SCHEDULE A**

### **Intellectual Property Rights**

1. Patents, patent applications, patent rights, patent disclosures and inventions (whether or not patentable or reduced to practice)
2. Trademarks (registered and at common law), trademark registrations and applications, trade names, logos, trade dress, brand names, service marks (registered and at common law), service mark registrations and applications, websites, domain names and other indicia of source and all goodwill associated therewith
3. Works of authorship, copyrights, copyright registrations and applications for registration, and moral rights
4. Know-how, trade secrets, customer lists (including all wholesale, retail and commercial customer account lists, whether active or inactive including complete contact information), proprietary information, proprietary processes and formulas, databases and data collections
5. All source and object code, software (including front and back office software, customer management and fuel management systems, accounting and billing systems, POS inventory systems and fleet management systems), algorithms, architecture, structure, display screens, layouts, inventions and development tools
6. All documentation and media constituting, describing or relating to the above, including, manuals, memoranda and records
7. All Seller phone numbers to the IP schedule.