

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504130

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dutch Lubricants, LLC		12/31/2018	Limited Liability Company: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	Pumpelly Oil Acquisition, LLC		
Street Address:	8280 Montgomery Road		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45236		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77148762	FIRST LINE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6124927216		
Email:	mbowman@fredlaw.com		
Correspondent Name:	Megan A. Bowman		
Address Line 1:	200 South Sixth Street		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Megan A. Bowman		
SIGNATURE:	/Megan A. Bowman/		
DATE SIGNED:	01/02/2019		
Total Attachments: 5			
source=IP Assignment_fully executed#page1.tif			
source=IP Assignment_fully executed#page2.tif			
source=IP Assignment_fully executed#page3.tif			
source=IP Assignment_fully executed#page4.tif			
source=IP Assignment_fully executed#page5.tif			

OP \$40.00 77148762

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment Agreement”) is made as of December 31, 2018 by Dutch Lubricants, LLC, a Mississippi limited liability company (“Assignor”), in favor of Pumpelly Oil Acquisition LLC, a Delaware limited liability company (“Assignee”).

Assignor and Assignee are parties to the Asset Purchase Agreement dated as of the same date hereof (the “Purchase Agreement”), whereby Assignor has agreed to assign certain unregistered and registered intellectual property, including without limitation the intellectual property set forth on Exhibit A (collectively, the “Assigned IP”), and has agreed to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby absolutely, irrevocably and unconditionally conveys, assigns, transfers and agrees to assign and deliver to Assignee and its successors and assigns forever, without any restrictions, limitations or reservations, all of Assignor’s right, title and interest in and to the Assigned IP together with the goodwill of the business connected with the use of, and symbolized by, the Assigned IP, as fully and entirely as the same would have been held and enjoyed by Assignor had this IP Assignment Agreement not been made, including the following:

- (a) all (i) trademark applications and registrations set forth on Exhibit A, and (ii) trademarks underlying the trademark applications and registrations set forth on Exhibit A;
- (b) all unregistered trademarks, services marks and trade names set forth on Exhibit A;
- (c) all unregistered copyrights and works of authorship set forth on Exhibit A;
- (d) any and all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment Agreement upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Assignment. This IP Assignment Agreement shall be binding upon and inure to the benefit of the parties to this IP Assignment Agreement and their successors and assigns.

4. Counterparts. This IP Assignment Agreement may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this IP Assignment Agreement with signatures transmitted by facsimile or electronically (e.g., pdf) shall be deemed to be original signed versions of this IP Assignment Agreement.

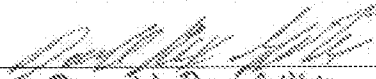
5. Governing Law. This IP Assignment Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with the terms of the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment Agreement as of the date first written above.

Assignor:

DUTCH LUBRICANTS, LLC

By: 
Name: Donald Rex Gillis
Its: Manager and President

AGREED TO AND ACCEPTED:

Assignee:

PUMPELLY OIL ACQUISITION LLC

By: _____
Name: Larry J. Stoddard
Its: President and Chief Executive Officer

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment Agreement as of the date first written above.

Assignor:

DUTCH LUBRICANTS, LLC

By: _____

Name:

Its:

AGREED TO AND ACCEPTED:

Assignee:

PUMPELLY OIL ACQUISITION LLC

By:  _____

Name: Larry J. Stoddard

Its: President and Chief Executive Officer

EXHIBIT A

ASSIGNED IP

1. "First Line" product tradename.
2. The following trademark registration and underlying trademark:

Trademark	Serial/ Reg. No	Filing/ Reg. Date	Country
FIRST LINE	App 77148762 Reg 3612998	App 04-APR-2007 Reg 28-APR-2009	U.S.