

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533302

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brad Penn Lubricants, LLC		07/23/2019	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	D-A Lubricant Company, Inc.		
Street Address:	801 Edwards Drive		
City:	Lebanon		
State/Country:	INDIANA		
Postal Code:	46052		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2352325	BRAD PENN	
Registration Number:	2886886	PENN GRADE 1	
Registration Number:	2896510	BRAD PENN	
Registration Number:	3099875	BRAD PENN	
Registration Number:	3356189		
Registration Number:	3766122	THE GREEN OIL	
Registration Number:	3868393	BRAD PENN BIOGAS ENGINE OIL	
Registration Number:	4495733	FRIGID BLUE	
Registration Number:	5039480	PENNGRADE SELECT MOTOR OIL	
Registration Number:	5039481	PENNGRADE 1 HIGH PERFORMANCE OIL	
Registration Number:	5039482	PENNGRADE MOTOR OIL	
Registration Number:	5134541	PENNGRADE	
Registration Number:	5134543	PENNGRADE	
Registration Number:	5194899	THE ORIGINAL GREEN OIL	
CORRESPONDENCE DATA			
Fax Number:	3176361507		
<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>			

OP \$365.00 2352325

Phone: 317-238-6304
Email: rgoode@kdlegal.com
Correspondent Name: Robert J. Goode
Address Line 1: One Indiana Square
Address Line 2: Suite 2800
Address Line 4: Indianapolis, INDIANA 46204

NAME OF SUBMITTER: Robert J. Goode

SIGNATURE: /Robert J. Goode/

DATE SIGNED: 07/24/2019

Total Attachments: 7

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TRADEMARK AND TRADE SECRET ASSIGNMENT AGREEMENT

This TRADEMARK AND TRADE SECRET ASSIGNMENT AGREEMENT (“Assignment”), dated effective as of December 19, 2019, is made by Brad Penn Lubricants, LLC (“Assignor”), an Indiana limited liability company, located at 801 Edwards Drive, Lebanon, Indiana 46052, in favor of D-A Lubricant Company, Inc. (“Assignee”), an Indiana corporation, located at 801 Edwards Drive, Lebanon, Indiana 46052, the parent company and assignee of certain assets of Assignor pursuant to the dissolution and winding up of the business and affairs of Assignee in accordance with the Operating Agreement of Assignor and with applicable law (the “Winding Up”).

WHEREAS, as part of the Winding Up, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions, and renewals thereof, as well as any and all unregistered trademarks owned and used by Assignor (the “Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all trade secrets owned by Assignor, including all unpatented inventions and proprietary product formulas;

(c) 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;

(d) 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

(e) 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, dilution, 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 Trademarks 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 Assignment 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 necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

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

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Indiana, without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

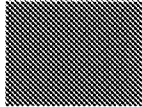
My Commission Expires: Nov 19, 2025

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
BRAD PENN	CIPO (Canada)	TMA 579114	4/8/2003
PENN GRADE 1	CIPO (Canada)	TMA 690752	6/26/2007
"THE GREEN OIL" (stylized)	CIPO (Canada)	TMA 716592	6/12/2008
BRAD PENN IIH	CIPO (Canada)	TMA 722988	9/4/2008
BRAD PENN BIOGAS ENGINE OIL	CIPO (Canada)	TMA 828311	7/18/2012
FRIDIG BLUE	CIPO (Canada)	TMA 937401	5/10/2016
PENNGRADE SELECT MOTOR OIL (and Design)	CIPO (Canada)	TMA 976261	7/20/2017
PENNGRADE 1 HIGH PERFORMANCE OIL (and Design)	CIPO (Canada)	TMA 985166	11/20/2017
PENNGRADE MOTOR OIL (and Design)	CIPO (Canada)	TMA 985290	11/21/2017
PENNGRADE	CIPO (Canada)	TMA 987258	12/20/2017
PENNGRADE (and Design)	CIPO (Canada)	TMA 987339	12/21/2017
THE ORIGINAL GREEN OIL	CIPO (Canada)	TMA 993812	4/5/2018
PENNGRADE (and Design)	SAIC (China)	20702679	9/13/2017

PENNGRADE (and Design)	SAIC (China)	20702680	6/28/2018
PENNGRADE 1 (and Design)	SAIC (China)	20702681	9/14/2017
PENNGRADE SELECT (and Design)	SAIC (China)	20702682	9/13/2017
PENNGRADE	SAIC (China)	20702683	9/14/2017
PENNGRADE	SAIC (China)	20702684	6/28/2018
BRAD PENN	USPTO (United States)	2352325	5/23/2000
PENN GRADE 1	USPTO (United States)	2886886	9/21/2004
BRAD PENN	USPTO (United States)	2896510	10/26/2004
BRAD PENN (old design)	USPTO (United States)	3099875	6/6/2006
	USPTO (United States)	3356189	12/18/2007
THE GREEN OIL	USPTO (United States)	3766122	3/30/2010
BRAD PENN BIOGAS ENGINE OIL	USPTO (United States)	3868393	10/26/2010
FRIDIG BLUE	USPTO (United States)	4495733	3/11/2014
PENNGRADE SELECT MOTOR	USPTO (United States)	5039480	9/13/2016

OIL	States)		
PENNGRADE 1 HIGH PERFORMANCE OIL	USPTO (United States)	5039481	9/13/2016
PENNGRADE MOTOR OIL	USPTO (United States)	5039482	9/13/2016
PENNGRADE	USPTO (United States)	5134541	1/31/2017
PENNGRADE	USPTO (United States)	5134543	1/31/2017
THE ORIGINAL GREEN OIL	USPTO (United States)	5194899	5/2/2017
PENNGRADE	WIPO (Mexico)	1312886	7/13/2016
PENNGRADE MOTOR OIL (and Design)	WIPO (Mexico)	1315230	7/13/2016
PENNGRADE SELECT MOTOR OIL (and Design)	WIPO (Mexico)	1315990	7/13/2016
PENNGRADE (and Design)	WIPO (Mexico)	1315991	7/13/2016
PENNGRADE 1 HIGH PERFORMANCE OIL (and Design)	WIPO (Mexico)	1316625	9/13/2016