

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539175

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kingston Oil Supply Corp.		06/17/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	HOP ENERGY, LLC		
Street Address:	4 West Red Oak Lane		
City:	White Plains		
State/Country:	NEW YORK		
Postal Code:	10604		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87706576	KOSCO	
CORRESPONDENCE DATA			
Fax Number:	2016786305		
<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:	2015256305		
Email:	dgold@coleschotz.com		
Correspondent Name:	David S. Gold, Esq.		
Address Line 1:	Court Plaza North, 25 Main Street		
Address Line 4:	Hackensack, NEW JERSEY 07601		
NAME OF SUBMITTER:	David S. Gold		
SIGNATURE:	/David S. Gold/		
DATE SIGNED:	09/03/2019		
Total Attachments: 3			
source=KHE Assignment and Transfer Agreement - Signed by Michael Anton#page1.tif			
source=KHE Assignment and Transfer Agreement - Signed by Michael Anton#page2.tif			
source=KHE Assignment and Transfer Agreement - Signed by Michael Anton#page3.tif			

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ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (this "Assignment") is made and entered into effective as of June 17, 2019, by and between KOSCOHERITAGENERGY, LLC, a Delaware limited liability company having a principal place of business at 625 Sawkill Road, Kingston, New York 12401 and KINGSTON OIL SUPPLY CORP., a New York corporation having a principal place of business at 2926 Route 32 North Saugerties, New York 12477 (together, "Assignors"), on the one hand, and HOP ENERGY, LLC, a Delaware limited liability company having a principal place of business at 4 West Red Oak Lane, White Plains, New York 10604 (the "Assignee"), on the other. Assignors and Assignee shall each be a "Party", and collectively, the "Parties".

WHEREAS, Assignors and Assignee are party to that certain Asset Purchase Agreement, dated June 17, 2019 (the "APA"), pursuant to which Assignors sold, assigned and transferred certain intellectual property (as further defined in Schedule 10(n) to the APA) including, without limitation, the United States trademark application listed on Schedule I hereto (the "KOSCO Trademark Application").

WHEREAS, Assignors have agreed to execute this Assignment to further memorialize Assignors' sale, assignment and transfer of the KOSCO Trademark Application.

NOW, THEREFORE, in consideration of the representations, warranties, covenants, Agreements and monetary payment set forth in the APA, the mutual promises of the Parties hereto and the mutual benefits to be gained by the performance hereof, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignors do hereby assign unto Assignee all of Assignors' right, title and interest in and to the KOSCO Trademark Application, together with, without limitation, all associated goodwill and common law rights appurtenant thereto, and all remedies for past, present and future infringements of the KOSCO Trademark Application, free and clear of all liens, security interests, restrictions or encumbrances, the same to be held and fully enjoyed solely by Assignee, its successors, assigns and other legal representatives.
2. Recordation and Further Actions. Assignors authorize all applicable governmental officials to record and register this Agreement against the KOSCO Trademark Application, upon request by Assignee. Assignors agree to cooperate in identifying individual items of the KOSCO Trademark Application and ensuring that the correct owner shall execute and deliver any and all instruments and documents and take such further actions as may be necessary or reasonably requested by the Assignee, including the execution of any documents, files, registrations, or other similar items, in order to ensure that the KOSCO Trademark Application is properly assigned to Assignee and to


document and record with the appropriate governmental authorities the aforesaid assignment and transfer.

3. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to its conflicts of interest principles. In the event of a dispute hereunder, the parties agree that the same shall be submitted to the exclusive jurisdiction of the state and federal courts sitting in the State of New York.
4. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
5. Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

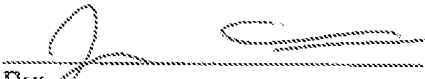
IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment of Trademark Rights to be executed as of the date first set forth above.

Assignors

KOSCOHERITAGENERGY, LLC

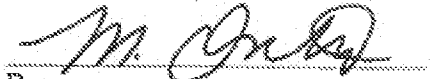

By: _____
Title:

KINGSTON OIL SUPPLY CORP.


By: _____
Title:

Assignee

HOP ENERGY, LLC


By: _____
Title:

Schedule 1

Trademarks

JURISDICTION	TRADEMARK	SERIAL NO.
UNITED STATES	KOSCO (Word)	87706576

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