

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557914

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mike Mantel DBA Manhattan Oil		01/14/2020	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Power Plus Lubricants, LLC		
Street Address:	4807 Calle Alto		
City:	Camarillo		
State/Country:	CALIFORNIA		
Postal Code:	93012		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2463044		
Registration Number:	2568512		
Registration Number:	2596156		
CORRESPONDENCE DATA			
Fax Number:	8052301355		
<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:	(805) 230-1350		
Email:	alomonaco@socalip.com		
Correspondent Name:	SoCal IP Law Group LLP		
Address Line 1:	310 N Westlake Blvd., Suite 120		
Address Line 4:	Westlake Village, CALIFORNIA 91362		
NAME OF SUBMITTER:	Anneliese Lomonaco		
SIGNATURE:	/Anneliese Lomonaco/		
DATE SIGNED:	01/16/2020		
Total Attachments: 3			
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OP \$90.00 2463044

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), is made and entered into effective as of the last date signed below (the "Effective Date") by and between Mike Mantel DBA Manhattan Oil, an individual with an address of 1525 Aviation Blvd., Redondo Beach California 90278 ("Assignor") and Power Plus Lubricants, LLC, a California limited liability company with an address of 4807 Calle Alto, Camarillo California 93012 ("Assignee").

Recitals

WHEREAS, Assignor has used the registrations shown in Exhibit A as trademarks and has thereby obtained goodwill in the marks ("the Assignor Trademarks");

WHEREAS, Assignee has become the successor of the ongoing and existing business or portion thereof of Assignor related to the Assignor Trademarks.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto hereby agree as follows:

1. Assignor Trademarks

- a. Assignor acknowledges receipt of adequate consideration.
- b. Assignor assigns to Assignee all of Assignor's worldwide right, title and interest in and to the Assignor Trademarks as shown in the applications and registrations in Exhibit A attached hereto, in any typeface, stylization, colors, and/or capitalization, and any US state, federal or foreign applications and registrations of the foregoing, including the goodwill associated therewith (altogether, "the Trademark Rights").
- c. Assignor will execute any documents reasonably necessary to effect the transfer of the Trademark Rights to Assignee.
- d. Assignor acknowledges that the Trademark Rights include, without limitation, all rights to use, modify and exploit the Assignor Trademarks; the right to exclude others from using any and all of the Assignor Trademarks; the right to license, assign, convey, and pledge any of the Assignor Trademarks to others; the right to sue others and to collect damages for past, present and future infringement of the Assignor Trademarks; the right to create derivatives of the Assignor Trademarks and to retain full ownership of such derivatives; and the right to file and prosecute applications to protect rights in the Assignor Trademarks.

2. Representations and Warranties

- a. Each party represents and warrants that the negotiation and performance of this Agreement will not violate, conflict with, interfere with, result in a breach of, or constitute a default under any other agreement to which they are a party.
- b. Assignor represents that it owns all right, title and interest in and to the assets set forth on Exhibit A and that such assets are free and clear of any security interest or other lien or encumbrance of any kind.
- c. Assignor represents and warrants it has used the marks shown in Exhibit A as trademarks continuously in interstate commerce in connection with all the goods and services listed in the related applications and registrations since at least as early the date of first use in commerce stated in the related applications and registrations.

3. Applicable Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any of the conflicts of law principles that would result in the application of the substantive law of another jurisdiction. This Agreement shall not be interpreted or construed with any presumption against the drafter of any provisions hereof.
4. Entire Agreement. This Agreement represents the entire agreement of the parties relating to the matters described in this Agreement. This Agreement may not be amended except by a writing executed by the parties hereto.
5. Relationship Created by Agreement. The parties hereto are separate and independent legal entities. Nothing herein contained will be construed or deemed hereby to create a principal/agent relationship between the parties nor any form of partnership or joint venture. No right of action by any third party is intended to be created under this Agreement.
6. Assignment. Neither party will assign its rights or obligations herein without the prior written consent of the other, which consent will not be unreasonably withheld. Notwithstanding the foregoing, however, either party may assign this Agreement to a purchaser of all or substantially all of its assets or voting stock, provided that the purchaser agrees in writing to assume all remaining obligations of the selling party.
7. Contract Interpretation. If any provision of this Agreement is held to be unenforceable for any reason, such provision will be reformed only to the extent necessary to make the Agreement enforceable, and such decision will not affect the enforceability of such provision under other circumstances or of the remaining provisions hereof under any circumstances. Headings are descriptive only and will not be considered in interpreting the Agreement. Ambiguities, inconsistencies or conflicts in this Agreement shall not be strictly construed against the drafter of the language but will be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the parties' intentions at the time this Agreement is entered into and common practice in the industry.
8. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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

Mike Mantel DBA Manhattan Oil:

Mike Mantel
Signature

Mike Mantel
Name/Title (Printed)

01/14/20
Dated

Power Plus Lubricants, LLC:

Michael J. Mantel Jr.
Signature

Michael J. Mantel Jr.
Name/Title (Printed):

01/10/2020
Dated

Exhibit A

REGISTRATION NO.	DATE	MARK
2463044	06/26/2001	Cherry-Scent
2568512	05/07/2002	Grape-Scent
2596156	07/16/2002	Strawberry-Scent