

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604122

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bradley E. Davis		10/19/2020	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Mobil Force Refuel, LLC		
Street Address:	74 Maple Street		
City:	Stoughton		
State/Country:	MASSACHUSETTS		
Postal Code:	02072		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3566437	MFR MOBILE FORCE REFUELING	
CORRESPONDENCE DATA			
Fax Number:	6175702939		
<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:	6175573030		
Email:	jmclaughlin@bmklegal.com, ajastrzebska@bmklegal.com, kdeignan@bmklegal.com		
Correspondent Name:	John T. McLaughlin		
Address Line 1:	44 School Street, 9th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02108		
ATTORNEY DOCKET NUMBER:	420.034		
NAME OF SUBMITTER:	John T. McLaughlin		
SIGNATURE:	/John T. McLaughlin/		
DATE SIGNED:	10/21/2020		
Total Attachments: 5			
source=Trademark Assignment-3566437#page1.tif			
source=Trademark Assignment-3566437#page2.tif			
source=Trademark Assignment-3566437#page3.tif			
source=Trademark Assignment-3566437#page4.tif			

OP \$40.00 3566437

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is made by and between Bradley E. Davis, an individual residing at 573 West Canyon Way, Chandler, AZ 85248 ("Assignor"), to Mobile Force Refuel, LLC, a Delaware limited liability company with a principal address of 74 Maple Street, Stoughton, Massachusetts 02072 ("Assignee") and is effective as of October 19, 2020. Each of Assignor and Assignee is a "Party" and they are collectively referred to as the "Parties."

RECITALS

WHEREAS, Assignee is a company duly organized and registered in Delaware;

WHEREAS, Assignee is an affiliate of Diesel Direct, LLC ("Diesel Direct");

WHEREAS, Diesel Direct and Assignor are parties to that certain Asset Purchase Agreement (the "Purchase Agreement"), by and between Diesel Direct and Assignor. Capitalized terms used but not defined in this Agreement are defined in the Purchase Agreement;

WHEREAS, the Purchase Agreement provides for the sale by Assignor, and the purchase by Diesel Direct, of the Purchased Assets, including all intellectual property (the "Acquired Intellectual Property"), on the terms and conditions set forth therein;

WHEREAS, Diesel Direct has designated its right to receive the Acquired Intellectual Property to be conveyed hereunder to Assignee;

WHEREAS, Assignor is the registered owner of the special form service mark containing the literal elements "MFR Mobile Force Refueling" in the United States Patent and Trademark Office ("USPTO") with Registration No. 3566437 and dated January 27, 2009 (the "Trademark");

WHEREAS, Assignor agrees to assign the Trademark to Assignee and Assignee agrees to accept the assignment of the Trademark; and

NOW, THEREFORE, in consideration of, among other things, the payment by Diesel Direct of the Purchase Price and in further consideration of the covenants and agreements contained in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged (the "Consideration"), the Parties agree as follows:

AGREEMENT

The Recitals listed above are true and accurate and are incorporated into this Agreement by this reference.

1. Assignment of Trademark.

1.1 Assignor agrees to transfer the Trademark to Assignee and file a request with the USPTO to change the registered owner of the Trademark from Assignor to Assignee, and Assignee agrees to accept the Trademark from Assignor and become the registered owner of the Trademark.

1.2 In exchange for the Consideration, Assignor hereby conveys, transfers, and assigns to Assignee all of Assignor's rights, title, and interest of whatever kind in the Trademark, together with the following:

- a) the goodwill of the business relating to the products and services on which the Trademark is used and for which it is registered; and
- b) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademark, including, without limitation, damages, and payments for past or future infringements and misappropriations of the Trademark; and
- c) all rights to sue for past, present, and future infringement or misappropriations of the Trademark; and
- d) Assignor further covenants that it will take all actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Trademark and its related property.

2. Representations and Warranties.

2.1 Assignor hereby represents and warrants as follows:

- a) Assignor has the exclusive ownership of the Trademark along with all rights, title, interest, and goodwill, and no rights or equity of any third party is prejudiced due to the using of the Trademark; and
- b) There is no current litigation or any other disputes known to Assignor arising from or relating to the Trademark; and
- c) Assignor has full right, power, authority, and capacity and all consents and approvals of any other third party or government necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts; and
- d) Once this Agreement has been duly executed by both Parties, it will constitute a legal, valid, and binding agreement enforceable in accordance with its terms.

2.2 Assignee hereby represents and warrants as follows:

- a) Assignee is a company duly registered in the State of Delaware; and
- b) Assignee has full right, power, authority, and capacity and all consents and approvals of any other third party or government necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts; and
- c) Once this Agreement has been duly executed by both parties, it will constitute a

legal, valid and binding agreement enforceable in accordance with its terms.

3. Effective Date and Term.

This Agreement has been duly executed by their authorized representatives as of the date first set forth above and shall be effective simultaneously.

4. Consideration.

Good and valuable consideration has been paid by Assignee for the assignment of the Trademark, and is hereby acknowledged by Assignor.

5. Applicable Law and Venue.

This Agreement shall be governed by the laws of the State of Delaware, without giving effect to any of the conflicts of law principles that would result in the application of the substantive law of another jurisdiction. The Parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of the State of Arizona for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Arizona or the United States District Court for the District of Arizona and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court. This Agreement shall not be interpreted or construed with any presumption against the party causing this Agreement to be drafted.

6. Severability.

Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering any provision of this Agreement invalid or unenforceable in any other jurisdiction.

7. Modification of Agreement and Waiver.

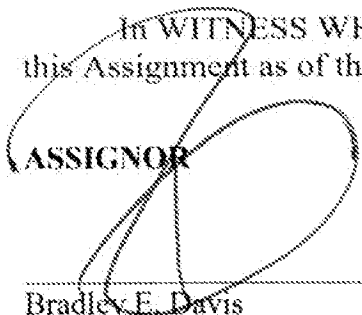
This Agreement may not be amended except by a writing signed and dated by the Parties.

8. Entire Agreement.

This Agreement represents the entire agreement between the Parties relating to the matters described herein, and no prior representations or agreements, whether written or oral, shall be binding on any Party unless incorporated into this Agreement or agreed to by the party in a writing signed by the party on or after the date of this Agreement.

In WITNESS WHEREOF, Assignor has duly executed under seal and delivered this Assignment as of the day and year first above written.

ASSIGNOR



Bradley E. Davis

ASSIGNEE

MOBILE FORCE REFUEL, LLC

By: _____

Name: William J. McNamara, Jr.

Title: Vice President

{Signature Page to Trademark Assignment Agreement}

In WITNESS WHEREOF, Assignor has duly executed under seal and delivered this Assignment as of the day and year first above written.

ASSIGNOR

Bradley E. Davis

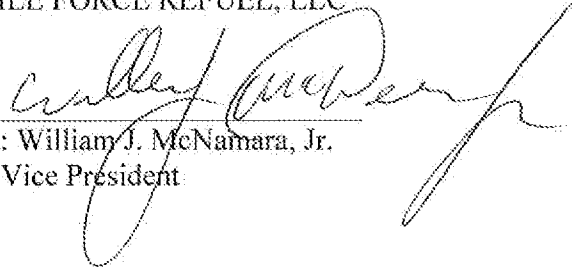
ASSIGNEE

MOBILE FORCE REFUEL, LLC

By: _____

Name: William J. McNamara, Jr.

Title: Vice President



[Signature Page to Trademark Assignment Agreement]