

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605656

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Petroleum Heat & Power Co., Inc.		10/27/2020	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Superior Plus Energy Services Inc.		
Street Address:	1870 S. Winton Rd,		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14618		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5170490	MOUNTAIN GAS	
Registration Number:	5170493	SOUTHERN PROPANE	
CORRESPONDENCE DATA			
Fax Number:	2124259337		
<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>			
Email:	jlevine@bressler.com		
Correspondent Name:	Jordan J. Levine, Esq.		
Address Line 1:	17 State Street, 34th Floor		
Address Line 2:	Bressler, Amery & Ross, P.C.		
Address Line 4:	New York, NEW YORK 10004		
NAME OF SUBMITTER:	Jordan J. Levine, Esq.		
SIGNATURE:	/Jordan J. Levine, Esq./		
DATE SIGNED:	10/29/2020		
Total Attachments: 5			
source=Trademark Assignment - Petro to Superior#page1.tif			
source=Trademark Assignment - Petro to Superior#page2.tif			
source=Trademark Assignment - Petro to Superior#page3.tif			

OP \$65.00 5170490

source=Trademark Assignment - Petro to Superior#page4.tif

source=Trademark Assignment - Petro to Superior#page5.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of October 27, 2020 is made by A.P. Woodson Company, a District of Columbia corporation, having its principal place of business at 9 West Broad St., Stamford, CT 06902 ("**Seller**") and Petroleum Heat & Power Co., Inc., a Minnesota corporation, having its principal place of business at 2187 Atlantic Street, Stamford, CT 06902 ("**Seller Affiliate**") in favor of Superior Plus Energy Services Inc., a New York corporation, having its principal place of business at 1870 S. Winton Rd, Rochester, NY 14618 ("**Buyer**"), the purchaser of certain assets of Seller pursuant to the Purchase Agreement among Buyer, Seller and the other parties named therein, of even date (the "**Purchase Agreement**").

WHEREAS, under the terms of the Purchase Agreement, Seller has and caused to be conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller and Seller Affiliate, and has agreed to execute and deliver, and cause to be executed and delivered, this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

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

(a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Seller Affiliate accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) 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

(d) any and 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 respect to any of the foregoing, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

For certainty, Seller hereby confirms and acknowledges the aforementioned conveyance, transfer and assignment to Buyer.

2. Recordation and Further Actions. Seller and Seller Affiliate each hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller and Seller Affiliate shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller, Seller Affiliate and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

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

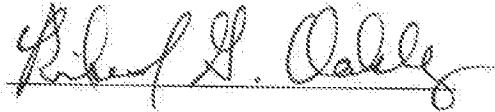
6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance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

[SIGNATURE PAGE FOLLOWS]

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

Seller:

A.P. WOODSON COMPANY

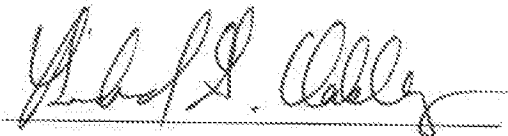
By: 

Name: Richard G. Oakley

Title: Senior Vice President - Accounting

Seller Affiliate:

**PETROLEUM HEAT & POWER CO.,
INC.**

By: 

Name: Richard G. Oakley

Title: Senior Vice President - Accounting

[Signature Page to the Trademark Assignment Agreement]

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

Buyer:

**SUPERIOR PLUS ENERGY
SERVICES INC.**

By:





Name: Darren Hribar

Title: Vice President and Secretary

[Signature Page to the Trademark Assignment Agreement]

SCHEDULE 1

ASSIGNED TRADEMARKS

MARK	REG. NO.	REG. DATE
 The logo for Mountain Gas features the word "Mountain" in a bold, sans-serif font above the word "Gas" in a similar font. A stylized flame icon is positioned to the left of the letter "M" in "Mountain".	5170490	March 28, 2017
 The logo for Southern Propane features the word "Southern" in a bold, sans-serif font above the word "Propane" in a similar font. A stylized flame icon is positioned to the left of the letter "S" in "Southern".	5170493	March 28, 2017