

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM639842

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PROPANE MANAGEMENT SYSTEMS, LLC		12/30/2020	Limited Liability Company: KENTUCKY
UNITED PROPANE GAS, INC.		12/30/2020	Corporation: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DCC PROPANE, LLC		
<b>Street Address:</b>	204 N Hwy 54, P.O. Box 98		
<b>City:</b>	Roberts		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60962		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4984525	PMS	
<b>Registration Number:</b>	4580015	SSI	
<b>Registration Number:</b>	2526457	UNITED PROPANE GAS	
<b>Registration Number:</b>	2533263	UPG UNITED PROPANE GAS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123099507		
<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>			
<b>Phone:</b>	212-801-6488		
<b>Email:</b>	chius@gtlaw.com		
<b>Correspondent Name:</b>	Greenberg Traurig, LLP Attn: Sandy Chiu		
<b>Address Line 1:</b>	200 Park Ave Floor 38		
<b>Address Line 4:</b>	New York, NEW YORK 10166		
<b>ATTORNEY DOCKET NUMBER:</b>	191504.010500		
<b>NAME OF SUBMITTER:</b>	Sandy Chiu		
<b>SIGNATURE:</b>	/Sandy Chiu/		
<b>DATE SIGNED:</b>	04/16/2021		

CH \$115.00 4984525

**Total Attachments: 5**

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## TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this “Assignment”), is dated as of December 30, 2020 (the “Effective Date”), by and among PROPANE MANAGEMENT SYSTEMS, LLC, a Kentucky limited liability company (“PMS”), UNITED PROPANE GAS, INC., a Kentucky corporation (“UNITED,” together with PMS, “Assignor”) and DCC PROPANE, LLC, a Delaware limited liability company (“Assignee”). Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Asset Purchase Agreement dated as of December 19, 2020 (the “Agreement”) by and among Assignor, Assignee, and for certain purposes as described therein, the Equity Owners.

WHEREAS, the Assignor and Assignee have entered into the Agreement;

WHEREAS, pursuant to the Agreement, Assignor has agreed to sell, transfer, convey, and assign to Buyer all of their right, title, and interest in and to the Purchased Assets, including the trademarks and domain names set forth on Schedule A hereto (collectively, the “Acquired Trademarks and Domain Names”); and

WHEREAS, the parties hereto have agreed to execute and deliver this Assignment in accordance with Section 3.2(e) of the Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other premises set forth herein, the mutual benefits to be gained by the performance thereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor, acting pursuant to the Agreement, hereby irrevocably sells, transfers, conveys, and assigns, or causes its Affiliates to sell, transfer, convey, and assign to Assignee, and Assignee hereby acquires from Assignor or its Affiliates, all right, title and interest of Assignor and its Affiliates in, to and under each of the Acquired Trademarks and Domain Names, including (a) all goodwill associated therewith or symbolized thereby, (b) all rights therein provided by international treaties or conventions, (c) all renewals and extensions of any of the foregoing and (d) the right to sue and collect damages for past, present or future infringements, misappropriations or other violations or conflicts with respect to any of the foregoing, free and clear of all Liens except for Permitted Liens.

2. Domain Name Transfer. Within three (3) business days after the Effective Date, Assignor shall (a) effectuate with the applicable registrars for the domain names specified on Schedule A the transfer of ownership of the domain names listed therein to Assignee pursuant to the registrar’s domain name transfer procedure and shall furnish and execute any additional documents and information as Assignee or the registrar may require, including payment of any transfer fees, in order to effectuate and establish Assignee’s ownership of the domain names, including without limitation, appropriate transaction identification numbers, security codes, and authorization codes, unlocking the domain names, and providing any necessary confirmations to the registrars of the domain names; and (b) provide written evidence to Assignee that Assignor has complied with its obligations under this Section 2.

3. Further Assurances. Without limiting the generality of Section 2 above, each of the parties hereto shall, and shall cause their respective Affiliates to, execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other actions as may be requested by the other party to carry out the intent of this Assignment.

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

5. No Third-Party Beneficiaries. Nothing in this Assignment shall create or be deemed to create any third party beneficiary rights in any person or entity not party to this Assignment or to confer any rights or remedies upon any person or entity other than the parties hereto and their respective successors and permitted assigns.

6. Waiver; Modification. None of the provisions of this Assignment may be waived, changed or altered except in a signed writing by the party against whom enforcement of the same is sought.

7. Interpretation. This Assignment is subject to all of the representations, warranties, covenants, terms, conditions and indemnities set forth in the Agreement (which Agreement shall govern in the event of a conflict between the terms hereof and those set forth in the Agreement).

8. Governing Law. This Assignment shall be enforced, construed and performed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

9. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be 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.

[SIGNATURE PAGE FOLLOWS]

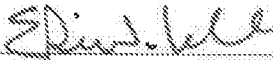
IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first above written.

DCC PROPANE, LLC


By: Matthew Dantine  
Name: Matthew Dantine  
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first above written.

PROPANE MANAGEMENT SYSTEMS, LLC

By:   
Name: Eric T. Snow  
Title: PRESIDENT


UNITED PROPANE GAS, INC.

By:   
Name: Eric T. Snow  
Title: PRESIDENT

*[Signature Page to Trademark and Domain Name Assignment Agreement]*

**SCHEDULE A<sup>1</sup>**

Assigned Trademarks

Mark	Country	Appl. No.	Reg. No.	Reg. Date	Owner
PMS	US	86556441	4984525	June 21, 2016	Propane Management Systems
SSI	US	86163526	4580015	August 5, 2014	Propane Management Systems
UPG PROPANE GAS	US	75637102	2526457	January 8, 2002	United Propane Gas Companies, Inc.
UPG UNITED PROPANE GAS (design) 	US	75637101	2533263	January 9, 2002	United Propane Gas Companies, Inc.

Assigned Domain Names

Domain	Registrar	Registrant	Registrant Organization
<a href="http://www.upgas.com">www.upgas.com</a>	Wild West Domains	[INSERT]	Arterburn.com
<a href="http://www.propanemanagementsystems.com">www.propanemanagementsystems.com</a>	GoDaddy	[INSERT]	[INSERT]

<sup>1</sup> Note to Sellers: Please fill in the applicable information and confirm that sufficient assignments will be made from the "Owners" pre-closing to the Sellers that are party to this agreement.