

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM819196

<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>
On-Site Fuel Service, Inc.		10/31/2018	Corporation: MISSISSIPPI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Diesel Direct, Inc.		
<b>Street Address:</b>	74 MAPLE STREET		
<b>City:</b>	STOUGHTON		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02072		
<b>Entity Type:</b>	Corporation: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3271586	ON-SITE FUEL SERVICE "WE COME TO YOU"	
<b>Serial Number:</b>	86630074	OFS OFS FUELING SOLUTIONS BY DESIGN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6176468646		
<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>	6176468000		
<b>Email:</b>	TMAssignments@wolfgreenfield.com		
<b>Correspondent Name:</b>	Aya Cieslak-Tochigi		
<b>Address Line 1:</b>	600 Atlantic Avenue		
<b>Address Line 2:</b>	Wolf, Greenfield & Sacks, P.C.		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02210		
<b>ATTORNEY DOCKET NUMBER:</b>	D0673.40000US00		
<b>NAME OF SUBMITTER:</b>	Aya Cieslak-Tochigi		
<b>SIGNATURE:</b>	/Aya Cieslak-Tochigi/		
<b>DATE SIGNED:</b>	06/23/2023		
<b>Total Attachments: 5</b>			
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## **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement (this "Agreement"), dated as of October 31, 2018, is entered into by and between On-Site Fuel Service, Inc., a Mississippi corporation, and On-Site Fuel Holdings, Inc., a Delaware corporation (the "Assignor") and Diesel Direct, Inc. or its assignee, ("DDI") a Massachusetts corporation ("Assignee"). All capitalized terms used in this Agreement and not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement, dated October 31, 2018, by and between DDI and Sellers (the "Asset Purchase Agreement").

### **Recitals**

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor agreed to sell to Assignee, and Assignee agreed to purchase from Assignor, the Purchased Assets, including the Intellectual Property Rights, for the consideration and upon the terms and conditions set forth therein; and

WHEREAS, Assignor desires to convey all of its rights, title and interest in the Intellectual Property Rights to Assignee, and Assignee desires to acquire all of Assignor's rights, title and interest such Intellectual Property Rights.

NOW, THEREFORE, in consideration of, among other things, the payment by Assignee of the Purchase Price and in further consideration of the covenants and agreements contained in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Intellectual Property Rights. Effective as of the Closing Date, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee accepts all freely transferrable and/or assignable rights, title and interest of Assignor in and to the Intellectual Property Rights, including but not limited to such registered Intellectual Property Rights described in Schedule A attached hereto and all other corresponding rights that exist or that may be secured under common law, state law, the laws of the United States or any foreign country, including, but not limited to, all Trade Secrets, registrations and applications for registration, issuances, extensions and renewals, and similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to any such laws and all associated goodwill associated therewith and the associated income, royalties or payments due or payable with respect thereto (exclusive of any Excluded Assets), and the right to sue and collect damages for past, present and future infringements, misappropriations or violations, for Assignee's use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to conflict of law principles that would result in the application of any other law.

4. Counterparts. This Agreement 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 Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

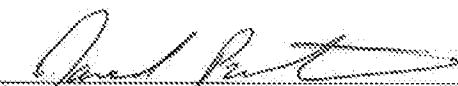
5. Further Assurances. Assignor shall execute and deliver, at the reasonable request of Assignee, such additional documents, papers, forms, and authorizations and take such further actions as Assignee may reasonably request to secure, complete, or vest in Assignee full right, title, and interest in and to the Intellectual Property Rights.

6. Terms of Asset Purchase Agreement. Each of Sellers and DDI, by executing this Agreement, hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of any party under the Asset Purchase Agreement shall be deemed to be enlarged, negated, modified or altered in any way by this Agreement. If any conflict exists between the terms of this Agreement and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.


*[Signature page follows]*

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

ON-SITE FUEL SERVICES, INC.

By:   
Name: Jared Prentiss  
Title: President

ON-SITE FUEL HOLDINGS, INC.

By:   
Name: Jared Prentiss  
Title: President

DIESEL DIRECT, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

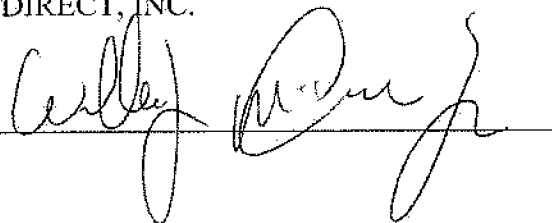
ON-SITE FUEL SERVICE, INC.

By: \_\_\_\_\_  
Name:  
Title:

ON-SITE FUEL HOLDINGS, INC.

By: \_\_\_\_\_  
Name:  
Title:

DIESEL DIRECT, INC.

By:  \_\_\_\_\_  
Name:  
Title:

## **SCHEDULE A**

### **Intellectual Property Rights**

1. Patents, patent applications, patent rights, patent disclosures and inventions (whether or not patentable or reduced to practice).
2. All Trademarks (registered and at common law), including, but not limited to, the following trademarks: (i) Serial No. 86630074; (ii) Serial No. 78644591; and (iii) Serial No. 78644517, trademark registrations and applications, trade names including On-Site Fuel Services, Inc., logos, trade dress, brand names, service marks (registered and at common law), service mark registrations and applications, websites, domain names and other indicia of source and all goodwill associated therewith.
3. Works of authorship, copyrights, copyright registrations and applications for registration, and moral rights.
4. Know-how, trade secrets, customer lists (including customer account lists, whether active or inactive including complete contact information), proprietary information, proprietary processes and formulas, databases and data collections.
5. All source and object code, software (including front and back office software, customer management and fuel management systems, accounting and billing systems, and POS inventory systems), algorithms, architecture, structure, display screens, layouts, inventions and development tools.
6. All documentation and media constituting, describing or relating to the above, including, manuals, memoranda and records.