

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM834722

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tier One Lubricants, LLC		07/31/2023	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	Mid-Town Petroleum Acquisition LLC		
Street Address:	8280 Montgomery Road, Suite 101		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45236		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78742087	TIER ONE LUBRICANTS	
CORRESPONDENCE DATA			
Fax Number:	3125212875		
<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:	3125212775		
Email:	asacharoff@muchlaw.com		
Correspondent Name:	Adam K Sacharoff		
Address Line 1:	191 N Wacker Drive, Suite 1800		
Address Line 2:	Much Shelist, PC		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Adam K Sacharoff		
SIGNATURE:	/adamksacharoff/		
DATE SIGNED:	08/26/2023		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made and entered into as of July 31, 2023 (“**Trademark Assignment**”) by and between Tier One Lubricants, LLC, a Michigan limited liability company (“**Assignor**”), and Mid-Town Petroleum Acquisition LLC, a Delaware limited liability company (“**Assignee**”). All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Acquisition Agreement (as defined in *Recital A* below).

RECITALS

A. Assignor, Kamp Oil, Inc., a Michigan corporation, and Assignee have entered into a certain Asset Purchase Agreement, dated as of July 31, 2023 (the “**Acquisition Agreement**”), pursuant to which Assignor and Kamp Oil, Inc. transferred and sold the Acquired Assets (as defined in the Acquisition Agreement) to Assignee.

B. This Assignment is being executed and delivered pursuant to the Acquisition Agreement.

CLAUSES

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which Assignor specifically acknowledges, Assignor assigns, transfers and sells the Purchased Trademark Assets to Assignee and the parties further agree as follows:

1. Governmental Authority Definitions. For purposes of this Trademark Assignment, the following terms will have the following meanings: (i) the term “**United States**” will mean the United States of America, and all geographical territories and subdivisions of the United States of America; (ii) the term “**Other Nations**” will mean each country, principality or other independent territory and each subdivision thereof, which is not a part of the United States; (iii) the term “**Supra-National Authority**” will mean the European Union, the United Nations, the World Court, the World Intellectual Property Organization, the Commonwealth, the North Atlantic Treaty Organization, the General Agreement on Tariffs and Trade, the Berne Convention, the North American Free Trade Agreement and all other multi-national authorities or treaties which have or may have from time to time jurisdiction over any of the parties to or any performance under this Agreement; and (iv) the term “**Governmental Authority**” will mean any subdivision, agency, branch, court, administrative body, legislative body, judicial body, alternative dispute resolution authority or other governmental institution of (A) the United States, (B) any state, municipality, county, parish, subdivision or territory of the United States, (C) all Other Nations, (D) any state, territory, county, province, municipality, parish or other subdivision of any Other Nations, and (E) all Supra-National Authorities.

2. Assignment of Purchased Trademark Assets. Through this instrument and effective as of the Closing (as defined in the Acquisition Agreement), Assignee purchases and Assignor transfers, assigns and conveys to Assignee, all of its right, title, and interest in and to all Trademarks (as defined in the Acquisition Agreement) included in the Acquired Assets, including but not limited to any and all registered, non-registered (common law), and pending applications

for registration of all trademarks, service marks, trade names, logos and any other symbols or designations in the United States and all Other Nations (as both such terms are defined in Section 1) that constitute the Acquired Assets, including, without limitation, those trademarks set forth on **Exhibit A** attached hereto and by this reference incorporated herein (collectively, “**Purchased Trademark Assets**”), including, without limitation, all goodwill associated with the Purchased Trademark Assets in the United States and all Other Nations. All of the Purchased Trademark Assets shall be conveyed to Assignee at the Closing free and clear of all liens, titles, claims, encumbrances, charges, security interests or other interests of any nature or type or other restrictions whatsoever.

3. Grant of Rights to Purchased Trademark Assets. Assignor grants, conveys, transfers, alienates and assigns to Assignee, for and throughout the United States and all Other Nations, Assignor’s right, title and interest (legal, equitable, use and otherwise) in and to the Purchased Trademark Assets, including but not limited to (i) the right to record the assignments made under this Trademark Assignment with the United States Patent and Trademark Office and with any other public offices of any Governmental Authority throughout the world; (ii) the right to sue for, collect and retain damages predicated on past, present or future infringements of the preceding, as well as all other claims and rights to damages associated with the preceding, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (iii) rights to print, publish, display, rent, lend, lease, and license the Purchased Trademark Assets in all media (now or subsequently existing) and languages (human or computer); and (iv) all goodwill associated with the Purchased Trademark Assets.

4. No Retained Rights. The parties specifically agree that Assignor is not retaining any ownership, copyright, trademark, patent or other intellectual property right or any right, title or interest whatsoever in the Purchased Trademark Assets, and upon execution, this Trademark Assignment shall constitute a complete, absolute and exclusive transfer of all rights in their entirety (legal, equitable, use and otherwise) in the Purchased Trademark Assets, whether currently existing or arising or recognized in the future to Assignee. Assignor further acknowledges and agrees that the Purchased Trademark Assets constitute the sole and exclusive property of Assignee.

5. Further Instruments. Assignor shall execute, acknowledge and deliver to Assignee, such further instruments and documents which relate to the Purchased Trademark Assets as set forth in this Trademark Assignment as Assignee may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this Trademark Assignment in any public office or Governmental Authority, or otherwise to give notice or evidence of Assignee's exclusive rights to the Purchased Trademark Assets and all claims or rights thereunder.

6. Authorization. In addition to the representations and warranties of the Assignor set forth in the Acquisition Agreement, Assignor represents and warrants that it has full power and authority: (i) to enter into this Trademark Assignment; (ii) to grant to Assignee all rights in and to the Purchased Trademark Assets; and (iii) to perform all of its obligations under this Trademark Assignment. Assignor further represents and warrants that it has taken all corporate actions necessary to authorize the preceding.

7. **Notices.** All notices concerning this Trademark Assignment shall be given in writing in accordance with the Acquisition Agreement.

8. **Binding Effect.** This Trademark Assignment shall be binding upon and inure to the benefit of Assignee and Assignor as well as their respective successors. The terms of this Trademark Assignment shall govern if there is any conflict between this Trademark Assignment and any other written instrument which concerns or affects the subject matter of this Trademark Assignment.

9. **Complete Understanding.** This Trademark Assignment constitutes the complete understanding among the parties. No alteration or modification of any of this Trademark Assignment's provisions shall be valid unless made in a written instrument which both parties sign. This Trademark Assignment supersedes any prior understandings, written agreements or oral arrangements among the parties which concerns the subject matter of this Trademark Assignment.

10. **Applicable Law.** The laws of the state of Delaware (without regard to its conflicts of law principles) will govern all aspects of this Trademark Assignment, irrespective of the fact that one of the parties now is or may become a resident of a different state or country.

11. **Severability.** If a court of competent jurisdiction holds that any one or more of this Trademark Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any of this Trademark Assignment's other provisions, and this Trademark Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable provisions.

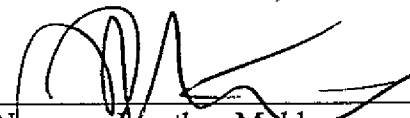
12. **Waiver.** A party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this Trademark Assignment or granted pursuant to any breach or default under this Trademark Assignment, shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this Trademark Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.

13. **Counterparts.** This Trademark Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment by and through their duly authorized officers as of the Closing.

TIER ONE LUBRICANTS, LLC

By: 
Name: Jonathan Mulder
Title: President

Acknowledged and Accepted:

MID-TOWN PETROLEUM ACQUISITION LLC

By: _____
Name: Larry J. Stoddard
Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment by and through their duly authorized officers as of the Closing.

TIER ONE LUBRICANTS, LLC

By: _____
Name: Jonathan Mulder
Title: President

Acknowledged and Accepted:

MID-TOWN PETROLEUM ACQUISITION LLC


By:  _____
Name: Larry Stoddard
Title: Chief Executive Officer

EXHIBIT A

U.S. TRADEMARK REGISTRATION

COUNTRY	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE
US	TIER ONE LUBRICANTS	78742087	10-27-2005	3150952	10-03-2006

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