

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843249

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900798000		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UniSource Energy Holdings, Inc.	FORMERLY UniSource Energy, Inc.	01/01/2017	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	UniSource-Energy, LLC		
Street Address:	40 Shuman Boulevard		
Internal Address:	Suite 290		
City:	Naperville		
State/Country:	ILLINOIS		
Postal Code:	60563		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1859354	UNIPAR	
Registration Number:	1743818	UNIAROM	
Registration Number:	1746279	UNISHIELD	
Registration Number:	2705997	UNINAP	
CORRESPONDENCE DATA			
Fax Number:	7038120486		
<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:	7038120400		
Email:	djanet@fhhlaw.com		
Correspondent Name:	David M. Janet		
Address Line 1:	1300 17th St. N Suite 1100		
Address Line 4:	Arlington, VIRGINIA 22209		
NAME OF SUBMITTER:	David M. Janet		
SIGNATURE:	/David M. Janet/		
DATE SIGNED:	10/02/2023		

Total Attachments: 5

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CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (the "Agreement") is dated and effective as of January 1, 2017, by and between UniSource-Energy, LLC, a Delaware limited liability company (the ("Subsidiary"), and UniSource Energy Holdings, Inc., an Illinois corporation formerly known as UniSource Energy, Inc. ("Parent Company").

RECITALS

A. Parent Company owns and operates a business through which Parent Company markets and distributes specialty petroleum products (the "Business").

B. Parent Company has executed the Operating Agreement of Subsidiary dated as of the date hereof (the "Operating Agreement").

C. Parent Company wishes to contribute all of its assets to Subsidiary in exchange for certain membership interests (the "Membership Interests") in Subsidiary designated as "Class A Units" under the Operating Agreement.

D. Subsidiary desires to accept such contribution and issue such Class A Units to Parent Company.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 **Capitalized Terms.** All capitalized terms not defined herein shall have the meaning assigned to them in the Operating Agreement.

1.2 **Recitals.** The above recitals are an integral part of this Agreement and are incorporated herein by reference.

ARTICLE 2
CONTRIBUTION

2.1 **Contribution.** Parent Company hereby transfers, conveys, and assigns to Subsidiary all of Parent Company's right, title, and interest in and to the Contributed Assets (as hereinafter defined). Subsidiary hereby accepts the foregoing assignment of the Contributed Assets as and for Parent Company's initial capital contribution to Subsidiary.

2.2 **Contributed Assets.** For purposes of this Agreement, the term "Contributed Assets" shall mean all assets owned by Parent Company, other than the Excluded Assets (as hereinafter defined), which have been used in, or held for use in, or otherwise arisen out of the Business, whether tangible or intangible, whether real or personal, and wherever located,

including, without limitation, the Business as a going concern, and the goodwill relating to the Business, all intellectual property used, owned, or licensed by Parent Company, all contracts and agreements of Parent Company, whether written or oral, all receivables, deposits, prepaid expenses, and all cash and cash equivalents, including amounts held in checking accounts, savings accounts, certificates of deposit, or money market accounts, except for the Excluded Cash (as hereinafter defined).

2.3 **Excluded Assets.** Notwithstanding anything to the contrary contained herein, the Contributed Assets do not include the following (collectively, the “*Excluded Assets*”):

(a) Parent Company’s corporate franchise, share record books, corporate record books containing resolutions, consents, and minutes of meetings of directors and shareholders, tax records relating to the Business, and such other records as have to do exclusively with Parent Company’s organization and share capitalization;

(b) Cash and cash equivalents in the aggregate amount of \$5,000.00 (the “*Excluded Cash*”); and

(c) For the sake of certainty, the Membership Interests, and any and all rights arising under the Operating Agreement in connection with such Membership Interests.

2.4 **Assumed Liabilities.** Except for the Excluded Liabilities, Subsidiary will assume, pay, perform or discharge every duty and obligation of Parent Company and the Business of every kind and nature whatsoever, arising out of, relating to, resulting from or caused by any transaction, status, event, condition, occurrence or situation relating to, arising out of or in connection with the Business and the Contributed Assets, whether existing, arising or occurring on or prior to the date hereof or thereafter (collectively, the “*Assumed Liabilities*”).

2.5 **Excluded Liabilities.** Parent Company shall be responsible for any and all federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, environmental, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax or assessment of any kind whatsoever, including any interest, penalty, or addition thereto (collectively, the “*Taxes*”), including all sales Taxes payable by Parent Company, arising or occurring prior to the date hereof or otherwise arising out of the transactions contemplated by this Agreement (collectively, the “*Excluded Liabilities*”).

2.6 **Units in Subsidiary.** In exchange for the initial capital contribution described in Section 2.1, Subsidiary hereby issues the Member 1,000 Class A Units (the rights, privileges, and preferences related thereto are described in the Operating Agreement).

2.7 **Tax Consequences.** The parties hereto intend that, for United States federal and other applicable income tax purposes, the transactions contemplated by this Agreement shall be treated as a contribution as a tax-free exchange between Parent Company and Subsidiary under Section 721 of the Internal Revenue Code and shall be construed to accomplish that result.

ARTICLE 3
MISCELLANEOUS

3.1 **Governing Law and Venue.** This Agreement shall be governed by, and interpreted in accordance with the laws of the State of Delaware, without reference to choice-of-law or conflict-of-law principles. Venue for any controversy or proceeding, judicial or otherwise, instituted by either party to this Agreement, shall be in applicable state or federal courts located in or governing DuPage County, and each party hereby irrevocably accepts and submits to the exclusive *in personam* jurisdiction of such court with respect to any such action, suit, or proceeding.

3.2 **Severability.** If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions shall nonetheless be enforceable according to their terms. Further, if any provision is held to be overbroad as written, such provision shall be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and shall be enforced as amended.

3.3 **Assignment and Successors.** Neither party shall assign this Agreement in whole or in part without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

3.4 **Waiver.** A party's waiver of such party's rights under this Agreement on one occasion shall not be deemed to be a waiver of its rights on subsequent occasions.

3.5 **No Third Party Beneficiaries.** Nothing in this Agreement is intended, nor shall be deemed, to confer any rights, remedies, or benefits to, or be enforceable by, any person other than the parties hereto. This Agreement shall not be construed as creating, directly or indirectly, a partnership or joint venture.

3.6 **Notices.** Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes upon: (i) the actual receipt by the recipient, if notice is given by personal delivery or any method not described below; (ii) one business day after deposit of notice, if notice is given by reputable overnight commercial courier service for next day delivery; (iii) four business days after mailing, if notice is given by U.S. certified mail, postage prepaid (return receipt requested); and (iv) when sent, if notice is given by facsimile or e-mail and a confirmation copy of such notice is simultaneously sent by personal delivery, U.S. certified mail (return receipt requested), or reputable overnight commercial courier service. Notices shall be addressed to the recipient at the address applicable for notices under the Operating Agreement, or to such other address as shall be designated in writing by the party entitled to receive notice or such other address as is actually known to the party giving notice.

3.7 **Entire Agreement.** This Agreement constitutes the entire agreement among the parties hereto and contains all the agreements among such parties with respect to the subject matter hereof and supersedes any and all other agreements, either oral or written, between such parties with respect to the subject matter hereof. This Agreement may be amended only with the written consent of each of the parties hereto.

3.8 **Counterparts; Facsimile Signatures.** The parties may execute this Agreement in multiple counterparts, each of which shall be deemed an original copy of this Agreement and all of which, when taken together, shall constitute one and the same instrument. A facsimile of any executed counterpart transmitted electronically by e-mail or fax shall be as binding as an original signature.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Contribution Agreement as of the date first set forth above.

SUBSIDIARY:


UNISOURCE-ENERGY, LLC

BY: UNISOURCE ENERGY HOLDINGS, INC., its manager

By: 
Kenneth A. Gansmann
President

PARENT COMPANY:

UNISOURCE ENERGY HOLDINGS, INC.

By: 
Kenneth A. Gansmann
President

SIGNATURE PAGE TO CONTRIBUTION AGREEMENT