

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM846638

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UGI Corporation		10/09/2023	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	AmeriGas Propane, L.P.		
Street Address:	500 N. Gulph Road		
City:	King of Prussia		
State/Country:	PENNSYLVANIA		
Postal Code:	19406		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5951319	AMERIGAS	
Registration Number:	4798689	AMERIGAS	
Registration Number:	1811297	AMERIGAS	
Registration Number:	4798688	AMERIGAS	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	060098-0039		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	10/17/2023		
Total Attachments: 7			
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IP ASSIGNMENT AGREEMENT

This IP Assignment Agreement (“**Agreement**”), dated and effective as of October 9, 2023 (the “**Effective Date**”), by and between UGI Corporation (“**Assignor**”), a Pennsylvania corporation with an address at 500 N. Gulph Road, King of Prussia, PA 19406, and AmeriGas Propane, L.P., a Delaware limited partnership with an address at 500 N. Gulph Road, King of Prussia, PA 19406 (“**Assignee**”) (each a “**Party**” and, collectively, the “**Parties**”).

WHEREAS, Assignor desires to contribute and transfer all of its right, title, and interest in the Assigned Trademarks (as defined below) to Assignee;

WHEREAS, Assignee desires to accept Assignor’s assignment of the Assigned Trademarks to Assignee; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I. ASSIGNMENT GRANT

Section 1.1 Conveyance. Effective as of the date hereof, Assignor does hereby sell, convey, assign, transfer, and deliver to Assignee and Assignee hereby purchases, acquires, and accepts from Assignor, all of Assignor’s right, title, and interest in and to all trademarks set forth on Schedule 1 (collectively, the “**Assigned Trademarks**”) including without limitation (a) any and all goodwill associated with and symbolized by them; (b) all applications, registrations, renewals, reissues, and extensions therefor; (c) any common law rights to such Assigned Trademarks; (d) all rights therein provided by international treaties or conventions; and (e) all rights to sue or otherwise recover for past, present and future infringement, dilution, unfair competition, or other violation or conflict of such Assigned Trademarks, and to receive all damages, payments, costs, and fees in connection therewith, as well as rights to license, assign, pledge and/or otherwise exploit such Assigned Trademarks.

Section 1.2 Recordation. Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States of America or any other official of any other applicable government entity or registrar to record Assignee as the owner of the Assigned Trademarks, and to issue any and all registrations, including renewals, of Assigned Trademarks to Assignee, as assignee of Assignor’s entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Trademarks.

Section 1.3 Further Assurances. Assignor shall provide Assignee, its successors, assigns or other legal representatives reasonable cooperation and assistance at Assignee’s request and expense that Assignee deems necessary to effectuate, perfect, and record this Assignment.

Section 1.4 Assignment. No Party shall assign this Agreement or any part hereof without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 1.5 Entire Agreement. This Agreement (together with the schedules and exhibits to this Agreement) constitutes the entire agreement among the Parties and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the Parties or any of their respective Affiliates relating to the transactions contemplated hereby. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, this Agreement shall not limit any other license rights granted expressly by any Party or its Affiliates to any other Party or its Affiliates pursuant to a separate written agreement.

Section 1.6 Amendments and Waiver. This Agreement may not be modified or amended except by a written instrument signed by the Parties. Any Party may waive in writing the compliance by another Party with any provision of this Agreement. No failure to exercise and no delay in exercising, on the part of any Party, any right, remedy, power or privilege hereunder shall operate as a waiver hereof or thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege

Section 1.7 Interpretation. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted. The section and article headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The exhibits and schedules shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein.

Section 1.8 Counterparts. This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement, and will become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties. Facsimile or PDF signature shall serve as originals for purposes of binding the Parties hereto.

Section 1.9 Governing Law and Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction. Any action between the Parties relating to this Agreement may be brought only in the state or federal courts located in Delaware.

Section 1.10 Waiver of Jury Trial; Equitable Relief. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION RELATING TO THIS AGREEMENT. Each Party agrees that a material or threatened material breach of any of the covenants, agreements or undertakings hereunder will cause the other Party irreparable injury which cannot be remedied in damages and that the non-breaching Party, in addition to all other rights and remedies, shall have the right to temporary, preliminary or permanent equitable or injunctive relief, including specific performance, without posting bond or other security

Section 1.11 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 1.12 Notices. Any notice, demand or communication required or permitted under this Agreement shall be in writing and delivered personally, by reputable overnight delivery service or other courier or by certified mail, postage prepaid, return receipt requested, and shall be deemed to have been duly given: (i) as of the date of delivery if delivered personally or by overnight delivery service or other courier, or (ii) on the date receipt is acknowledged if delivered by certified mail, addressed as follows; provided that a notice of a change of address shall be effective only upon receipt thereof:

If to Assignor to:

UGI Corporation
500 N. Gulph Road
King of Prussia, PA 19406
Attn: Legal Department
Email: Sheaballayk@ugicorp.com
Michaelb@ugicorp.com

If to Assignee to:

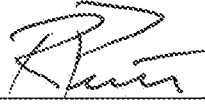
AmeriGas Propane, L.P.
500 N. Gulph Road
King of Prussia, PA 19406
Attn: Legal Department
Email: bimsonmaggim@ugicorp.com
Colleen.Lynch@amerigas.com

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the Parties hereto has executed and delivered this Agreement as of the date first above written.

ASSIGNOR:

UGI CORPORATION

By:  _____

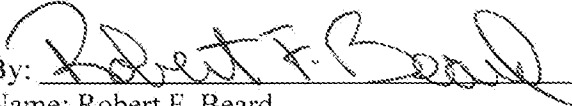
Name: Roger Perreault

Title: President and Chief Executive Officer

ASSIGNEE:

AMERIGAS PROPANE, L.P.

By: AmeriGas Propane GP, LLC,
Its General Partner

By:  _____

Name: Robert F. Beard

Title: Interim President








SCHEDULE 1






ASSIGNED TRADEMARKS

United States

Mark	Owner	Filing Date	Serial Number	Registration Date	US Registration Number	International Class
AMERIGAS	UGI Corporation	10/25/2018	88/168870	12/31/2019	5951319	11
AMERIGAS	UGI Corporation	12/12/2014	86/479398	8/25/2015	4798689	4, 35, 37, 39
AMERIGAS	UGI Corporation	3/22/1993	74/370688	12/14/1993	1811297	35
AmeriGas (Stylized)	UGI Corporation	12/12/2014	86/479385	8/25/2015	4798688	4, 35, 37, 39

International

Mark	Owner	Application No./Date	Registration No./Date	Country of Registration
AMERIGAS (word mark)	UGI Corporation	9,449,034 Oct. 15, 2010	Mar. 25, 2011	EUIPO
AMERIGAS (word mark)	UGI Corporation	12,615,753 Feb. 19, 2014	Aug. 6, 2014	EUIPO
AmeriGas (design) 	UGI Corporation	12,615,746 Feb. 19, 2014	Aug. 6, 2014	EUIPO
	UGI Corporation	13,372,248 Oct. 16, 2014	March 17, 2015	EUIPO
	UGI Corporation	425101 February 20, 2014	294349 December 30, 2016	Poland
	UGI Corporation	425099 February 20, 2014	294347 December 30, 2016	Poland
	UGI Corporation	425100 February 20, 2014	294348 December 30, 2016	Poland
	UGI Corporation	434641 October 17, 2014	294383 December 30, 2016	Poland
	UGI Corporation	434642 October 17, 2014	294384 December 30, 2016	Poland

	UGI Corporation	14,744,882 October 28, 2015	June 25, 2018	EUIPO
	UGI Corporation	14,744,916 October 28, 2015	March 28, 2016	EUIPO
	UGI Corporation	14,744,924 October 28, 2015	January 29, 2017	EUIPO
	UGI Corporation	14,744,999 October 28, 2015	March 25, 2016	EUIPO
	UGI Corporation	14,745,021 October 28, 2015	November 27, 2016	EUIPO