

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI60840

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Douglass Distributing Retail, Co.		02/27/2024	Corporation: TEXAS
RECEIVING PARTY DATA			
Company Name:	Casey's Marketing Company		
Street Address:	One SE Convenience Blvd.		
City:	Ankeny		
State/Country:	IOWA		
Postal Code:	50021		
Entity Type:	Corporation: IOWA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5987202	LONE STAR	
CORRESPONDENCE DATA			
Fax Number:	6124927077		
<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:	(612)492-7000		
Email:	plarson@fredlaw.com, ip@fredlaw.com		
Correspondent Name:	Patricia Larson		
Address Line 1:	Fredrikson & Byron, P.A.		
Address Line 2:	60 South Sixth Street, Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Patricia Larson		
SIGNATURE:	Patricia Larson		
DATE SIGNED:	02/29/2024		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “Assignment”) is made effective as of February 27, 2024, by and between Douglass Distributing Retail, Co., a Texas corporation d/b/a Douglass Distributing Company, Inc. (“Assignor”), and **Casey’s Marketing Company**, an Iowa corporation (“Assignee”).

WHEREAS, pursuant to, and in connection with the transactions contemplated by, that certain Asset Purchase Agreement, dated as of August 17, 2023, by and among Assignor, Assignee, and certain other parties, Assignor wishes to assign to Assignee all of Assignor’s right, title, and interest in the use of the Mark (as defined below), subject to the terms and conditions hereof;

WHEREAS, Assignor owns the following registered United States (U.S.) trademark (the “Mark”):

Trademark	Filing Date	Serial Number	Registration Number	Registration Date
LONE STAR	December 14, 2017	87721175	5987202	February 18, 2020

WHEREAS, Assignee desires to acquire the Mark, the registration therefore, and all of the rights and interests of Assignor therein, and Assignor desires to assign the Mark, together with all such rights and interests of Assignor, to Assignee.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby makes the transfer and assignment of all rights in and to the Mark as follows:

1. Assignment. Assignor hereby sells, assigns, grants, conveys, transfers, and delivers to Assignee, its successors and assigns, all of Assignor’s right, title, benefit, privilege and interest in, to and under the Mark, together with any applications and/or registrations thereof, and the goodwill of the business symbolized thereby, including all common law rights and all claims for damages by reason of past and future infringements of the Mark, with the right to sue and collect therefore, and all rights corresponding to any of the above throughout the world. Assignee is to hold all right, title and interest in and to the Mark as fully and exclusively as they would have been held and enjoyed by Assignor had the sale, assignment, grant, conveyance, transfer and delivery in this Assignment not been made.

2. Parties Bound. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

3. Further Assurances. The parties hereto agree that this Assignment shall be submitted to the competent authority as required by applicable federal or state law for its registration. Each party hereto shall reasonably cooperate with the other with regard to such registration or approval that may be required in connection with the implementation of any portion of this Assignment. Assignor hereby irrevocably constitutes and appoints Assignee and any officer or agent thereof, with full power of substitution in Assignor’s name and stead, as Assignor’s true and lawful attorney-in-fact, to take any and all action and to execute any and all documents and instruments that Assignee reasonably deems necessary or desirable to accomplish the purpose of this Assignment. Assignor agrees not to challenge or assist or cooperate with any third party challenging or taking any position contrary to or inconsistent with Assignee’s sole and exclusive right in and to the Mark or the validity of the Mark.

4. Communications. Assignee is authorized to communicate with the United States Patent and Trademark Office (and corresponding offices or agencies in other countries of the world), and the United States Patent and Trademark Office (and corresponding offices or agencies in other countries of the

world) is authorized to receive and act upon all instructions, communications, correspondence, or other information sent or provided by Assignee to the same extent as if this Assignment had not been made and such item had been received from Assignor.

5. Counterparts. This Assignment may be executed in counterparts and delivered by facsimile, portable document format (.pdf) transmission or other electronic format, each of which shall be deemed an original, and all of which taken together shall constitute one and the same assignment. This Assignment may not be amended except by an instrument in writing signed by the Assignor and Assignee.

[Remainder of Page Intentionally Left Blank – Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed as of the date first set forth above.

Assignor:

Douglass Distributing Retail, Co.,
a Texas corporation

By: William P. Douglass
Name: William P. Douglass
Title: President

Assignee:

Casey's Marketing Company
an Iowa corporation

DocuSigned by:
By: Brian J. Johnson
Name: Brian Johnson
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]