

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eastern Petroleum Corporation		12/08/2010	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	PMG Mid Atlantic, LLC		
Street Address:	12680 Darby Brooke Ct		
City:	Woodbridge		
State/Country:	VIRGINIA		
Postal Code:	22192		
Entity Type:	LIMITED LIABILITY COMPANY: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2896278	OSPREY	
CORRESPONDENCE DATA			
Fax Number:	(804)698-2065		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	zcohen@mcguirewoods.com		
Correspondent Name:	Zachary Cohen		
Address Line 1:	901 East Cary Street		
Address Line 2:	McGuireWoods LLP		
Address Line 4:	Richmond, VIRGINIA 23219		
ATTORNEY DOCKET NUMBER:	2058986-0001		
NAME OF SUBMITTER:	Zachary D. Cohen		
Signature:	/Zachary D. Cohen/		
Date:	01/22/2011		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made as of this 26th day of December, 2010 ("Effective Date") by **EASTERN PETROLEUM CORPORATION** ("Assignor") to **PMG MID ATLANTIC, LLC** ("Assignee").

WHEREAS, Assignor is the owner of that certain trademark listed on Schedule A attached hereto (the "Assigned Trademark"), together with the goodwill of the business in connection with which the Assigned Trademark has been used (the "Goodwill"), and the United States trademark registration for the Assigned Trademark (the "Registration");

WHEREAS, Assignor, subsidiaries of Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of June 18, 2010, as amended (the "Purchase Agreement"); and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignor desires to assign and transfer all of its right, title and interest in and to the Assigned Trademark, Goodwill and Registration to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby assign and transfer to Assignee all of Assignor's right, title and interest in and to the Assigned Trademark and Goodwill, throughout the world, and any registrations and applications for registration of the Assigned Trademark and any renewals or extensions of any of the foregoing, including but not limited to the Registration, together with all rights, claims and privileges pertaining to any of the foregoing, including, without limitation, the right to prosecute and maintain registrations and applications for registration for the Assigned Trademark, the right to claim priority in connection with the Assigned Trademark pursuant to international law or international conventions, all causes of action Assignor may have for past, present or future infringement of the Assigned Trademark and all rights Assignor has to sue and collect damages and payments for claims of past, present or future infringement of the Assigned Trademark.

2. The parties hereby authorize and request the Commissioner for Patents and Trademarks of the United States, and corresponding authorities in any jurisdictions worldwide, to record Assignee as owner of all right, title and interest in and to the Assigned Trademark.

3. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Maryland without giving effect to the principles of conflicts of laws thereof.

4. This Assignment shall be binding upon and inure to the benefit of the respective successors and assigns to each of Assignor and Assignee.

5. This Assignment is delivered in connection with the Purchase Agreement and is subject to and shall be governed by the terms and conditions thereof. Nothing in this

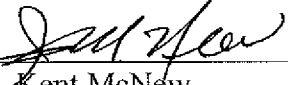
Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. In the event of any ambiguity or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall prevail.

6. This Assignment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

EASTERN PETROLEUM CORPORATION

By: 
Name: J. Kent McNew
Title: Chief Executive Officer

ACCEPTED AND AGREED TO:

PMG MID ATLANTIC, LLC

By: Petroleum Marketing Group, Inc.,
its Managing Member

By: 
Name: Abdolhossein Ejtemai
Title: President

SCHEDULE A

Word Mark	Registration Number	Listed Owner
OSPREY	Reg. No. 2896278	Eastern Petroleum Corporation

Schedule A