

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GasBuddy Organization Inc.		03/01/2013	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	GasBuddy / OpenStore, LLC		
Street Address:	9737 Washingtonian Blvd.		
Internal Address:	Suite 200		
City:	Gaithersburg		
State/Country:	MARYLAND		
Postal Code:	20878-7364		
Entity Type:	LIMITED LIABILITY COMPANY: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3296816	GASBUDDY	
CORRESPONDENCE DATA			
Fax Number:	3012872761		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	301-287-2700		
Email:	smcvearry@ucg.com		
Correspondent Name:	Steve McVeary		
Address Line 1:	9737 Washingtonian Blvd.		
Address Line 2:	Suite 200		
Address Line 4:	Gaithersburg, MARYLAND 20878-7364		
NAME OF SUBMITTER:	Brian Rose		
Signature:	/Brian Rose/		
Date:	03/04/2013		

OP \$40.00 3296816

Total Attachments: 4

source=Service Mark Assignment Agreement (GasBuddy) - Execution#page1.tif

source=Service Mark Assignment Agreement (GasBuddy) - Execution#page2.tif

source=Service Mark Assignment Agreement (GasBuddy) - Execution#page3.tif

source=Service Mark Assignment Agreement (GasBuddy) - Execution#page4.tif

SERVICE MARK ASSIGNMENT AGREEMENT

This SERVICE MARK ASSIGNMENT AGREEMENT (this “**Agreement**”) is made this 1st day of March, 2013, by and between GasBuddy Organization Inc., a Minnesota corporation (“**Assignor**”), and GasBuddy / OpenStore, LLC, a Maryland limited liability company (“**Assignee**”).

RECITALS

A. Pursuant to the transactions contemplated by that certain Asset Purchase Agreement, dated February 20, 2013 (the “**Asset Purchase Agreement**”), by and among (i) GB Internet Solutions Inc., a Saskatchewan corporation (“**GBIS**”), Assignor, and GasBuddy OpenStore, Inc., a Delaware corporation (“**GBOS**” and collectively with GBIS and Assignor, the “**Sellers**”), (ii) Dustin Coupal and Jason Toews, (iii) Jason Toews in his capacity as the Seller Representative, and (iv) Assignee, GB Internet Solutions, LLC, a Maryland limited liability company (“**GBIS LLC**” and together with Assignee, the “**Purchasers**”), and Oil Price Information Service, LLC, a Maryland limited liability company, the Purchasers have agreed to purchase substantially all of the assets of the Sellers;

B. Assignor is the owner of the mark **GasBuddy**, U.S. Service Mark Registration No. 3,296,816, Serial No. 77,082,630 (the “**Mark**”);

C. Assignor desires to assign and transfer to Assignee all of Assignor’s right, title and interest in and to the Mark together with the goodwill associated therewith.

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

1. **Assignment.** Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee: (i) any and all of Assignor’s right, title and interest in and to the Mark, together with all rights, licenses, and other agreements, if any heretofore made by Assignor, in respect of, or relating to the Mark, and all goodwill of the business symbolized by the Mark; (ii) any and all income, royalties, fees, damages, and payments now or hereafter due or payable to Assignor with respect to the Mark, if any, including without limitation, damages, payments, costs and fees for past or future infringements, misappropriations and other unauthorized uses of the Mark; and (iii) any and all rights to sue for past, present and future infringements, misappropriations or other unauthorized uses of the Mark.

2. **Miscellaneous.**

(a) In furtherance of this Agreement, Assignor acknowledges that, from this date forward, the Assignee has succeeded to any and all of Assignor’s right, title, and standing to: (i) receive all rights and benefits pertaining to the Mark; (ii) institute and prosecute all suits and proceedings and take all actions that the Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to the Mark; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such

transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as the Assignee, in its sole discretion, deems advisable.

(b) Assignor hereby covenants and agrees to use reasonable commercial efforts to promptly execute, acknowledge or deliver all such other and further acts, assignments, transfers, assurances and instruments, including, but not limited to, requisite filings to be made with the United States Patent and Trademark Office, as may be reasonably necessary in order to effectuate and perfect the assignment contemplated by this Agreement and to otherwise register and secure in Assignee's name the Mark. Assignor hereby further covenants and agrees not to directly or indirectly contest or dispute, or assist any other party (other than Assignee) to contest or dispute, Assignee's right, title and/or interest in and to the Mark. Assignee hereby covenants and agrees to cooperate with the Transferor to effect all such filings and registrations.

(c) This Agreement shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.

(d) In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Asset Purchase Agreement or the survival thereof.

(e) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland applicable to contracts executed in and to be performed in that State, without giving effect to conflict of law principles thereof.

(f) Facsimile transmission of any signed original document and/or retransmission of any signed facsimile transmission will be deemed the same as delivery of an original. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute but one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Service Mark Assignment Agreement as of the date first set forth above.

ASSIGNOR:

GASBUDDY ORGANIZATION INC.

By: 

Name:

Title:

Jason Foery
Director / President

ASSIGNEE:

GASBUDDY / OPENSTORE, LLC,
a Maryland limited liability company

By: Oil Price Information Service, LLC,
a Maryland limited liability company,
its sole member

By: UCG Holdings Limited Partnership,
a Maryland limited partnership,
its sole member

By: United Communications Group, Inc.,
a Maryland corporation,
its general partner

By: _____

Name: Todd Foreman

Title: Vice President

Signature Page to Service Mark Assignment Agreement (GasBuddy)

TRADEMARK
REEL: 004974 FRAME: 0407

IN WITNESS WHEREOF, the parties have executed this Service Mark Assignment Agreement as of the date first set forth above.

ASSIGNOR:

GASBUDDY ORGANIZATION INC.

By: _____
Name:
Title:

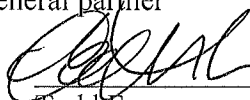
ASSIGNEE:

GASBUDDY / OPENSTORE, LLC,
a Maryland limited liability company

By: Oil Price Information Service, LLC,
a Maryland limited liability company,
its sole member

By: UCG Holdings Limited Partnership,
a Maryland limited partnership,
its sole member

By: United Communications Group, Inc.,
a Maryland corporation,
its general partner

By: 
Name: Todd Foreman
Title: Vice President