

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
Metro Fuel Oil Corp.		03/06/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	United Metro Energy Corp.		
Street Address:	500 Kingsland Avenue		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11222		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77965664	FUELING A SUSTAINABLE FUTURE	
Serial Number:	77879579	METRO BIOFUELS	
Serial Number:	78883898	GREENHEAT	
Serial Number:	74495731	METROMAX	
Serial Number:	78883933	BIOMAX	
Serial Number:	78883953	METRO YOUR GREEN ENERGY SOURCE	
CORRESPONDENCE DATA			
Fax Number:	2123707889		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2123701300		
Email:	pto@egslp.com		
Correspondent Name:	Jennifer D. Silverman		
Address Line 1:	1345 Avenue of the Americas, 11th Floor		
Address Line 2:	Ellenoff Grossman and Schole LLP		
Address Line 4:	New York, NEW YORK 10105		

OP \$165.00 77965664

ATTORNEY DOCKET NUMBER:	13944.002
NAME OF SUBMITTER:	Jennifer D. Silverman
Signature:	/Jennifer D. Silverman/
Date:	12/12/2013
Total Attachments: 5 source=Metro - Trademark Assignment Agreement (EXECUTED)_(25384311_1)#page1.tif source=Metro - Trademark Assignment Agreement (EXECUTED)_(25384311_1)#page2.tif source=Metro - Trademark Assignment Agreement (EXECUTED)_(25384311_1)#page3.tif source=Metro - Trademark Assignment Agreement (EXECUTED)_(25384311_1)#page4.tif source=Metro - Trademark Assignment Agreement (EXECUTED)_(25384311_1)#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”) is made as of March 6, 2013, between Metro Fuel Oil Corp., a New York corporation (“Assignor”), and United Metro Energy Corp., a Delaware Corporation (“Assignee”).

WITNESSETH:

WHEREAS, Assignor is a Seller under that certain Asset Purchase Agreement, dated as of February 15, 2013, by and among Assignor, United Refining Energy Corp. as Buyer and the other parties thereto (as may be amended from time to time, the “Asset Purchase Agreement”);

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and trademark applications set forth on Schedule A attached hereto (collectively, the “Assigned Trademarks”);

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Assigned Trademarks pertain and such business is ongoing;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to sell, convey, assign, transfer and deliver to the Assignee, as the permitted designee of Buyer, all right, title and interest in and to the Assigned Trademarks, and Assignee desires to accept such assignment of the Assigned Trademarks from Assignor; and

WHEREAS, capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the Asset Purchase Agreement.

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

1. Assignment. Effective as of the date hereof, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee all right, title and interest in and to the Assigned Trademarks, together with the goodwill of the business in connection with which the Assigned Trademarks are used, for the United States and for all foreign countries and multi-national registration bodies, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection therewith, all rights to sue and bring claims for past, present and future infringement or other violation thereof, and all rights to recover damages (including attorneys’ fees) and lost profits in connection therewith, and all rights corresponding to the foregoing that may exist in any jurisdiction throughout the world.

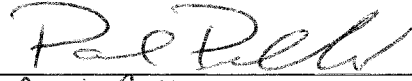
2. Further Assurances. From time to time following the date hereof, and without any further consideration or other payment, Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery and execute and deliver such other documents and take or cause to be taken such other actions as Assignee reasonably may request in order to consummate, complete and carry out the transactions contemplated by this Assignment.
3. Successors. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
4. Counterparts. This Assignment may be executed in counterparts (including by means of facsimile signature pages), any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same agreement.
5. Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS, AND NOT THE LAWS OF CONFLICTS, OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties hereto hereby cause this Assignment to be duly executed by their respective authorized officers as of the day and year first above written.

ASSIGNOR:

METRO FUEL OIL CORP.

By: 
Name: Paul Pallo
Title: President

ASSIGNEE:

UNITED METRO ENERGY CORP.

By: 

Name: John A. Cafsimatidis

Title: Chairman and CEO

Schedule A

Assigned Trademarks

Owner	Country	Trademark	Registration / Serial Number	Date of Registration / Application
Metro Fuel Oil Corp.	United States of America	FUELING A SUSTAINABLE FUTURE	4106116 / 77965664	2/28/2012
Metro Fuel Oil Corp.	United States of America	METRO BIOFUELS	3898800 / 77879579	1/14/2011
Metro Fuel Oil Corp.	United States of America	GREENHEAT	3490526 / 78883898	8/19/2008
Metro Fuel Oil Corp.	United States of America	METROMax	2006573 / 74495731	4/18/2006
Metro Fuel Oil Corp.	United States of America	Biomax	3486416 / 78883933	8/12/2008
Metro Fuel Oil Corp.	United States of America	METRO YOUR GREEN ENERGY SOURCE	359320 / 78883953	3/17/2009