TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM300310

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jacobus Energy, Inc.		06/30/2011	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	Quick Fuel II, LLC
Street Address:	11815 West Bradley Road
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53224
Entity Type:	LIMITED LIABILITY COMPANY: WISCONSIN

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3561689	FUELEDGE
Registration Number:	3561694	FUELEDGE TECHNOLOGY

CORRESPONDENCE DATA

Fax Number: 4142735198

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

Phone: 414-273-3500 Email: bgilpin@gklaw.com Brian G. Gilpin **Correspondent Name:**

Address Line 1: 780 North Water Street Address Line 2: Godfrey & Kahn, S.C.

Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	056858-0017
NAME OF SUBMITTER:	Brian G. Gilpin
SIGNATURE:	/bgg/
DATE SIGNED:	04/03/2014

Total Attachments: 3

source=Quick Fuell II & Jacobus Energy - Assignment of Intellectual Property#page1.tif source=Quick Fuell II & Jacobus Energy - Assignment of Intellectual Property#page2.tif source=Quick Fuell II & Jacobus Energy - Assignment of Intellectual Property#page3.tif

> **TRADEMARK** REEL: 005251 FRAME: 0581

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY is made and entered into as of the 30th day of June, 2011, by JACOBUS ENERGY, INC., a Wisconsin corporation (the "Assignor"), for the benefit of QUICK FUEL II, LLC, a Wisconsin limited liability company (the "Assignee").

WITNESSETH:

WHEREAS, in connection with the Assignor's business, the Assignor has acquired the right, title and interest in, to and under certain registrations and pending applications for trademarks, service marks, trade names, trade dress, logos, designs and unique product configurations, including, without limitation, the registrations and applications set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks"); and

WHEREAS, in addition to the Marks, in connection with Assignor's business, the Assignor has acquired, in whole or in part, by ownership or license, the right, title and interest in, to and under certain unregistered trademarks, service marks, trade names, trade dress, logos, designs, unique product configurations and copyrights, trade secrets and know-how including, without limitation, invention disclosures, new product development information, formulas and software (the "Unregistered Intellectual Property" and, together with the Marks, the "Subject Intellectual Property"); and

WHEREAS, the Assignor and the Assignee entered into that certain Asset Purchase Agreement, dated as of even date herewith (the "Purchase Agreement"), pursuant to which the Assignor agreed to transfer, convey and assign to the Assignee and the Assignee agreed to accept from the Assignor the Subject Intellectual Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in the Purchase Agreement and herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

- 1. The Assignor hereby contributes, transfers, conveys and assigns to the Assignee, for the Assignee's own use and enjoyment to the end of the term of each right, title and interest herein contributed, transferred, conveyed and assigned as fully and entirely as the same would have been enjoyed by the Assignor but for contribution, transfer, conveyance and assignment contemplated hereunder, all of the Assignor's right, title and interest in, to and under the Subject Intellectual Property, together with: (i) the good will of the business of the Assignor symbolized by the Marks, and (ii) all causes of actions and claims based on past actions or infringement related to the Subject Intellectual Property and the right to sue for and collect damages in connection therewith.
- 2. Without further consideration, Assignor agrees to execute and deliver, or cause to be executed and delivered, to Assignee any document or instrument, and to take, or cause to be taken, any further action, as Assignee may reasonably deem necessary or desirable to consummate the contribution, transfer, conveyance and assignment contemplated hereunder.

JE/QFv3

TRADEMARK
REEL: 005251 FRAME: 0582

IN WITNESS WHEREOF, the Assignor has caused this Assignment of Intellectual Property to be executed and delivered as of the date first above written.

JACOBUS ENERGY, INC.

By: Eugene T. Jacobus, President

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE)

On this 30th day of June, 2011, Eugene T. Jacobus personally appeared before me and, being duly sworn, acknowledged and agreed that: (i) he is the President of the Assignor, (ii) in his capacity as President, he has been granted all necessary company authority to execute and deliver to Assignee this Assignment of Intellectual Property, and (iii) the execution and delivery to Assignee of this Assignment of Intellectual Property is the free act of the Assignor.

HEATHER L. CAIN

A TE OF WISCOMMINIMAN

MINIMAN

Heather L. Cain

My commission is permanent.

RY/PUBLI¢

EXHIBIT A

Marks

<u>Trademark</u>	Registration Number	Registration Date	Goods and Services
FUELEDGE	3561689	Jan 13, 2009	IC 009 global positioning system (GPS) consisting of computers, computer software, transmitters, receivers and network interface devices. IC 035 tracking, monitoring, reporting, storage and processing of data regarding fleet vehicles.



Jan 13, 2009 3561694

IC 009 global positioning system (GPS) consisting of computers, computer software, transmitters, receivers and network interface devices.

IC 035 tracking, monitoring, reporting, storage and processing of data regarding fleet vehicles.

JE/QFv3

TRADEMARK REEL: 005251 FRAME: 0584

RECORDED: 04/03/2014