

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM313533

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rogers Petroleum, Inc.		09/19/2013	CORPORATION: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lehigh Gas Wholesale Services, Inc.		
<b>Street Address:</b>	645 Hamilton Street		
<b>Internal Address:</b>	Suite 500		
<b>City:</b>	Allentown		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	18101		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3809696	ZOOMERZ FREEZIE	
<b>Registration Number:</b>	3891553	THE ORIGINAL ENERGY DRINK.	
<b>Registration Number:</b>	3497524	ZOOMERZ	
<b>Registration Number:</b>	2092163	ZOOMERZ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	6106258163		
<b>Email:</b>	eluff@lehighgas.com		
<b>Correspondent Name:</b>	Elizabeth Luff		
<b>Address Line 1:</b>	645 Hamilton Street		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Allentown, PENNSYLVANIA 18101		
<b>NAME OF SUBMITTER:</b>	Elizabeth Luff		
<b>SIGNATURE:</b>	/Elizabeth Luff/		
<b>DATE SIGNED:</b>	08/11/2014		
<b>Total Attachments: 6</b>			
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## ASSIGNMENT OF TRADE NAMES

THIS ASSIGNMENT OF TRADE NAMES (this "Assignment"), is made this 19<sup>th</sup> day of September, 2013, with an effective date of September 19 2013 (the "Effective Date"), by and among ROGERS PETROLEUM, INC., a Tennessee corporation, having its principal office at 1634 West First North Street, Morristown, Tennessee 37814 (collectively, the "Assignor"), on the one part, and LEHIGH GAS WHOLESALE SERVICES, INC. ("Assignee"), a Delaware corporation with an address of 702 Hamilton Street, Suite 203, Allentown, PA 18101, on the other part.

### WITNESSETH

WHEREAS, Assignor, Christopher P. Liposky, Stephanie R. Liposky, D.C. Rogers Family Limited Partnership, Keyman Limited Partnership #1, Keyman Limited Partnership #2, Keyman Limited Partnership #3, and Keyman Limited Partnership #6, collectively as Seller, on the one part, and Assignee, Lehigh Gas Partners LP, Lehigh Gas Wholesale LLC and LGP Realty Holdings LP, collectively as Purchaser, on the other part, entered into that certain Asset Purchase Agreement dated as of August 7, 2013, with an effective date of August 7, 2013 (as amended from time to time, the "Purchase Agreement"), whereby Assignor agreed to sell, transfer, and assign to Purchaser, and Purchaser agreed to purchase and receive from Assignor certain of Assignor's assets, including, but not limited to, all of Assignor's right, title and interest in and to the trade names set forth on the attached Exhibit A and all derivatives thereof, and any and all related trademarks and trade dress (collectively, the "Trade Names"), all as more particularly described in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants, and agreements and the definitions set forth in this Assignment and the Purchase Agreement, and upon the terms and subject to the conditions hereinabove and hereinafter set forth, the parties hereto agree as follows:

1. Assignment. Assignor does hereby **SELL, ASSIGN, TRANSFER, SET OVER and DELIVER** unto Assignee all of Assignor's right, title and interest in and to the Trade Names and the goodwill of the business symbolized thereby and all of the rights, benefits and privileges of Assignor thereunder including, but not limited to, all assignable rights, claims, causes of action, judgments and warranties (express or implied) in favor of Assignor relating to the Trade Names. **TO HAVE AND TO HOLD** all and singular unto Assignee, and Assignee's successors and assigns forever.

2. Assumption. Assignee hereby accepts such assignment and assumes and agrees to perform all of Assignor's obligations arising out of the Trade Names from and after the Effective Date (but not those arising or required to be performed prior thereto) in accordance with and subject to all of the terms, covenants and conditions of the Trade Names.

3. Miscellaneous.

(a) Entire Agreement. This Assignment, along with the Purchase Agreement, constitutes the entire agreement between Assignor and Assignee with respect to the subject matter hereof, and supersedes all prior oral or written agreements, commitments or understandings with respect thereto. No amendment hereof shall be binding on the parties unless in writing and signed by authorized representatives of all parties hereto. This Assignment is being delivered pursuant to the Purchase Agreement and is intended solely to effect and implement the terms, provisions and conditions of the Purchase Agreement, and to be wholly consistent therewith. Consequently, in the event of any inconsistency between, or omission in, the terms, provisions or conditions of this Assignment and the terms, provisions or conditions of the Purchase Agreement, the terms, provisions and conditions of the Purchase Agreement shall control. All capitalized terms used in this Assignment but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

(b) Governing Law. This Assignment shall be deemed to be a contract entered into in the State of Tennessee and it and all matters arising out of the transactions contemplated hereby or related thereto shall be governed, construed and interpreted in all respects according to the Laws of the State of Tennessee.

(c) Obligations of Parties; Successors and Assigns. Subject to the following provisions, this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

(d) Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile or attachment of a PDF file to e-mail shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile or attachment of a PDF file to e-mail shall be deemed to be their original signatures for all purposes.

(e) Construction of Contract. This Assignment shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Assignor and Assignee have contributed substantially and materially to the preparation of this Assignment.

(f) Severability. The parties hereto intend and believe that each provision in this Assignment comports with all applicable Laws. If, however, any provision in this Assignment is found by a court of law to be in violation of any applicable Law or public policy, or if in any other respect such a court declares any such provision to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all parties hereto that, consistent with and with a view towards preserving the economic and legal arrangements among the parties hereto as expressed in this Assignment, such provision shall be given force and effect to the fullest possible extent, and that the remainder of this Assignment shall be construed as if such illegal,

invalid, unlawful, void, or unenforceable provision were not contained herein, and that the rights, obligations, and interests of the parties under the remainder of this Assignment shall continue in full force and effect.

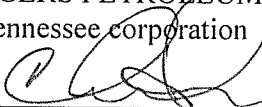
(g) Further Assurances. From and after the Effective Date, the parties shall take such acts and execute such documents and instruments as may be reasonably required to make effective the transactions contemplated hereby.

*[Signatures appear on the next succeeding page.]*

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

**ASSIGNOR:**

ROGERS PETROLEUM, INC.,  
a Tennessee corporation

By:   
Name: Chris Lipusky  
Title: CEO

**ASSIGNEE:**

LEHIGH GAS WHOLESALE SERVICES, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

**ASSIGNOR:**

ROGERS PETROLEUM, INC.,  
a Tennessee corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

LEHIGH GAS WHOLESALE SERVICES, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: Joseph C. Kapp JR.  
Title: Pres. Dept.

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9/9/13 Closing Copy

**EXHIBIT A  
TO  
ASSIGNMENT OF TRADE NAMES**

**TRADE NAMES**

The trade names “Zoomerz”, “Zoomerz Freezie”, “The Original Energy Drink”, PureJava”, and “Pure Java the Original Energy Drink” and all derivatives thereof, and any and all related trademarks and trade dress.