

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403227

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
F.L. Roberts and Company, Incorporated		10/17/2016	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Nouria Energy Corporation		
Street Address:	326 Clark Street		
City:	Worcester		
State/Country:	MASSACHUSETTS		
Postal Code:	01606		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86311966	YOUR FRIEND ON THE ROAD	
Serial Number:	85210629	GOLDEN NOZZLE CARWASH AN F.L. ROBERTS SE	
Serial Number:	85210621	GOLDEN NOZZLE	
Serial Number:	85204686	GOLDEN NOZZLE	
CORRESPONDENCE DATA			
Fax Number:	5089293177		
<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>			
Phone:	508-926-3455		
Email:	trademark@bowditch.com		
Correspondent Name:	Amanda M. Bernier, Paralegal		
Address Line 1:	311 Main Street		
Address Line 2:	PO Box 15156		
Address Line 4:	Worcester, MASSACHUSETTS 01615-0156		
ATTORNEY DOCKET NUMBER:	305676.0026		
NAME OF SUBMITTER:	Amanda M. Bernier		
SIGNATURE:	/Amanda M. Bernier/		
DATE SIGNED:	10/25/2016		
Total Attachments: 11			

CH \$115.00 86311966

source=Trademark and Website Assignment (03883537x7ABD9)#page1.tif
source=Trademark and Website Assignment (03883537x7ABD9)#page2.tif
source=Trademark and Website Assignment (03883537x7ABD9)#page3.tif
source=Trademark and Website Assignment (03883537x7ABD9)#page4.tif
source=Trademark and Website Assignment (03883537x7ABD9)#page5.tif
source=Trademark and Website Assignment (03883537x7ABD9)#page6.tif
source=Trademark and Website Assignment (03883537x7ABD9)#page7.tif
source=Trademark and Website Assignment (03883537x7ABD9)#page8.tif
source=Trademark and Website Assignment (03883537x7ABD9)#page9.tif
source=Trademark and Website Assignment (03883537x7ABD9)#page10.tif
source=Trademark and Website Assignment (03883537x7ABD9)#page11.tif

TRADEMARK AND WEBSITE ASSIGNMENT

This TRADEMARK AND WEBSITE ASSIGNMENT (the "Assignment"), dated as of October 17, 2016 ("Effective Date"), is entered into by and between F.L. Roberts and Company, Incorporated, a Massachusetts corporation, ("**Assignor**"), and Nouria Energy Corporation, a Massachusetts Corporation ("**Assignee**"). Assignor and Assignee will hereinafter be referred to interchangeably in the singular as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of July 7, 2016 (the "**APA**"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the Assigned IP, including the Intellectual Property rights included therein;

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under those United States trademark registrations and the domain name set forth on Schedule 1.1 or that otherwise constitute Assigned IP and the goodwill associated with such trademarks and any foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, renewals and extensions of any of the foregoing and any trademark registrations that may be registered from any of the foregoing (collectively, the "**Assigned Trademarks**"); and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all of Assignor's right, title and interest in and to the Assigned Trademarks.

NOW, THEREFORE, in consideration of the foregoing and the covenants, representations, warranties and agreements made herein and in the APA, and of the benefits to be derived hereby, and for other good and other valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Agreement; Conflicts. This Assignment is executed and delivered pursuant to the APA and made subject to the representations and warranties of the Assignor contained therein. Assignor hereby specifically incorporates by reference all of its representations, warranties and covenants contained in the APA. In the event of any conflict between the APA and this Assignment, the APA will prevail and govern. All capitalized terms used but not defined herein will have the meaning ascribed to them in the APA.

2. Assignment. Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks, the goodwill associated with the Assigned Trademarks, any foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, renewals and extensions of any of the foregoing and any trademark registrations that may be registered from any of the foregoing, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have

been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

3. Assignment of Website. Assignor conveys to Assignee Assignor's rights in (a) the domain name "floberts.com", (b) all content primarily relating to the Business currently hosted at floberts.com, other than any of Assignor's rights in the Seller Marks and (c) all software code providing the functionality and user interface of floberts.com. Assignor will use commercially reasonable efforts, which will not require Assignor to make any payments to third parties, to promptly (x) identify contractual relationships with third party providers related to the hosting, design, maintenance and customer service of the floberts.com website (y) identify any tangible copies of the foregoing content and software, including copies stored on computer readable media, or other documentation primarily relating to the floberts.com website, and (z) assign such contractual relationships to Assignee to the extent related to the floberts.com website and deliver such tangible copies to Assignee. The obligations of the foregoing sentence will terminate on the one year anniversary of the Effective Date.

4. Ownership of Seller Marks. Assignee agrees and acknowledges that Assignor has not assigned the Seller Marks or any right, title or interest therein to Assignee, and that notwithstanding the assignment of the Assigned Trademarks as set forth in Section 2 (Assignment) above, Assignor retains all right, title and interest in the Seller Marks, including use of the terms "Your Friend on the Road," "Rewards Plus," and "Golden Nozzle" as they are contained in the Seller Marks, and may use the Seller Marks for any purpose and in connection with any goods and services.

5. Recordation. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as owner of the Assigned Trademarks, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives. Assignee will have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Assigned Trademarks.

6. Transfer of Domain Name and Associated Website. As soon as practicable following the Closing, Assignor shall (a) "unlock" the domain name set forth on Schedule 1.1 (the "Domain Name") and provide Assignee with the authorization code for the Domain Name, (b) undertake commercially reasonable efforts to transfer the contents of the existing website associated with the Domain Name to Assignee, and (c) take any further actions in accordance with the policies and rules of the applicable Internet domain name registrar for the Domain Name as required to transfer the Domain Name to Assignee.

7. Further Assurances. Assignor will provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required)

as are requested by Assignee in connection with (i) perfection of the rights assigned herein, including the preparation, execution, and delivery of all documentation which may be reasonably necessary to further document and record the assignment of the Assigned Trademarks made herein, (ii) the preparation and prosecution of any application, extensions or equivalent to any of the foregoing for any of the Assigned Trademarks; (iii) the prosecution or defense of any opposition, cancellation, infringement or other proceedings that may arise in connection with any of the Assigned Trademarks, this Assignment or the assignment made hereby; and (iv) obtaining any additional protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country.

8. Prior Agreements. This Assignment and the APA and other Transaction Documents comprise the complete and exclusive agreement between the Parties regarding the subject matter of this Assignment, and supersede all oral and written communications, negotiations, representations or agreements in relation to that subject matter made or entered into before the Execution Date.

9. Amendment. No amendment to this Assignment is effective unless made in writing and signed by authorized representatives of both Parties.

10. Third Party Rights. No Third Party has any rights under this Assignment or may enforce any provision in this Assignment. This Assignment may only be enforced against, and any claim or cause of action (whether in contract or tort, in law or in equity) based upon, arising out of, or related to this Assignment, the APA, or the Transaction Documents or the transactions contemplated hereby or thereby, or the negotiation, execution, performance or non-performance of this Assignment, the APA, or any Transaction Documents (including any representation or warranty made in or in connection with this Assignment, the APA, or the Transaction Documents) may only be brought against, the entities that are expressly named as parties hereto and thereto and then only with respect to the specific obligations set forth herein and therein with respect to such party, and subject to the limitations contained herein and therein (as applicable).

11. Waiver. No waiver by either Party of this Assignment's terms, provisions or conditions is effective unless specifically evidenced in writing and signed by or on behalf of the Party granting such waiver. A Party's failure to pursue remedies for breach of this Assignment does not constitute a waiver by such Party of any breach of this Assignment or raise any defense against claims against a Party for breach of this Assignment. The waiver or failure to require the performance of any covenant or obligation contained in this Assignment or to pursue remedies for breach of this Assignment does not waive a later breach of that covenant or obligation.

12. Severability. If any term or provision of this Assignment is invalid, illegal or unenforceable under any existing or future law by a court or arbitrator of competent jurisdiction or by operation of any Applicable Law, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Assignment. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Assignment to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13. Drafting. Each Party has participated in the drafting of this Assignment and has had the opportunity to consult with legal counsel and any other advisors of its choice to its satisfaction regarding the terms and provisions of this Assignment. As a result, the rule of construction that an Assignment be construed against the drafter does not apply to this Assignment.

14. Costs and Expenses. Each Party shall pay its own costs and expenses in relation to the preparation, negotiation and execution of this Assignment and the documents contemplated or executed pursuant to this Assignment.

15. Time is of the Essence. Time is of the essence with respect to all provisions within this Assignment. Any delay in performance by either Party shall constitute a material breach of this Assignment.

16. Limitation on Liability. Notwithstanding any term or provision of this Assignment to the contrary, in no event will either Party to this Assignment have any Liability (including with respect to any indemnity claim made pursuant to this Assignment) for: (i) punitive damages of any kind or nature, regardless of the form of action through which damages are sought, or (ii) consequential damages or lost profits (including, loss of profit or revenue, any multiple of reduced cash flow or any adjustments based on price to earnings or similar ratios), interference with operations, or loss of customers, tenants, lenders, investors or buyers or diminution in the value of property, unless, in each case of clauses (i) and (ii) above, actually awarded by a Government Entity in a claim made by a Third Party.

17. Counterparts. This Assignment may be executed (including by facsimile or email transmission) in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one instrument binding on all the Parties, notwithstanding that all the Parties are not signatories to the original or the same counterpart.

18. Governing Law. This Assignment and any dispute or claim, demand, or cause of action (whether in contract or tort) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution, performance, non-performance, interpretation, termination or construction hereof or thereof, is governed by and interpreted under the laws of the Commonwealth of Massachusetts, without regard to its choice of law rules that would permit or require the application of the substantive Applicable Laws of any other jurisdiction. Notwithstanding the foregoing, the Applicable Laws of the state or country of each of the respective Assigned Trademarks governs the validity and enforceability of the subject Assigned Trademarks.

19. Consent to Jurisdiction. Each Party irrevocably submits to the exclusive jurisdiction of the federal courts of the District of Massachusetts and the state courts in Springfield, Massachusetts for the purposes of any proceeding arising out of this Assignment, or for recognition or enforcement of any judgment, and each party irrevocably and unconditionally agrees that all claims in respect of such proceeding may be heard in such state court or, to the extent permitted by Applicable Law, in such federal court. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Assignment, in any court referred to in the first sentence of this Section

(Consent to Jurisdiction) and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

20. Waiver of Jury Trial. ASSIGNOR AND ASSIGNEE EACH HEREBY WAIVES THEIR RESPECTIVE RIGHTS TO JURY TRIAL OF ANY DISPUTE BASED UPON OR ARISING OUT OF THIS ASSIGNMENT, THE APA, OR ANY OTHER AGREEMENTS RELATING HERETO OR ANY DEALINGS AMONG THEM RELATING TO THE CONTEMPLATED TRANSACTIONS. The scope of this waiver is intended to be all encompassing of any and all actions that may be filed in any court and that relate to the subject matter of this Assignment, including, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. Each Party acknowledges that this waiver is a material inducement to enter into a business relationship and that they will continue to rely on the waiver in their related future dealings. Each Party further represents and warrants that it has reviewed this waiver with its legal counsel, and that each knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED ORALLY OR IN WRITING, AND THE WAIVER WILL APPLY TO ANY AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS ASSIGNMENT, THE APA, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING HERETO.

21. Specific Performance. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Assignment requiring performance by a Party were not performed by such Party in accordance with the terms hereof or were otherwise breached and that the Parties shall be entitled to seek an injunction or injunctions to prevent breaches of the provisions hereof and to specific performance of the terms hereof, in addition to any other remedy at Applicable Law or equity. Each Party further agrees that no other Party or any other Person will be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section (Specific Performance), and each Party irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

22. Notices. All notices, requests, demands and other communications under this Assignment shall be in writing and shall be deemed to have been sufficiently given if delivered personally, sent by facsimile, sent by overnight courier service or mailed by certified or registered mail, return receipt requested, with postage prepaid to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice).

If to Buyer, to:

Nouria Energy Corporation
326 Clark Street
Worcester, Massachusetts 01606
Attention: Tony El-Nemr, Chief Executive Officer
Facsimile: (508) 762-3762

With copy to:

Bowditch & Dewey LLP
311 Main Street
P.O. Box 15156
Worcester, Massachusetts 01615-0156
Attention: George W. Tetler III
Facsimile: (508) 929-3052

If to Seller:

F.L. Roberts and Company, Incorporated
93 West Broad Street
Springfield, Massachusetts 01105
Attention: Steven Roberts, Chief Executive Officer
Facsimile: 413-781-4328

With copy to:

Jones Day
100 High Street
Boston, Massachusetts 02110
Attention: Bruce W. Raphael, Partner
Facsimile: 617-449-6999

Notices are effective when received by the recipient during the recipient's regular business hours. Notices or communications received out of the recipient's regular business hours will be deemed received on the next succeeding Business Day. Notices which do not comply with the requirements of this Assignment are ineffective and do not impart actual or any other kind of notice.

23. Definitions. For purposes of this Assignment, the terms set forth in Schedule 1.1, when capitalized, will have the meanings set forth in Schedule 1.1. Capitalized terms used in this Assignment and not otherwise defined in this Assignment will have the meanings ascribed thereto in the APA.

24. Interpretation. Unless the context expressly requires an interpretation to the contrary, all of the following apply to the interpretation of this Assignment:

- (a) plural and singular words each include the other;
- (b) the masculine, feminine and neutral genders each include the others;
- (c) the word "or" is not exclusive;
- (d) the words "includes" and "including" are not limiting;

(e) references to the Parties include their respective successors and permitted assignees;

(f) references to matters "arising" (or which "arise" or "arises") "out of this Assignment" include matters which arise in connection with this Assignment or have a causal connection with or which flow from this Assignment or which would not have arisen or occurred but for the entering into this Assignment or the performance of or failure to perform obligations under this Assignment;

(g) the headings in this Assignment are included for convenience and do not affect the construction or interpretation of any provision of, or the rights or obligations of a Party under, this Assignment;

(h) a capitalized derivative or other variation of a defined term has a corresponding meaning and must be construed accordingly;

(i) if a conflict exists between any provisions of this Assignment as they apply to a Party, the provision that imposes the more specific obligation on that Party prevails to the extent of the conflict; and

(j) where provision is made for agreement or the giving of notice, approval or consent by any Party, unless otherwise specified, such agreement, notice, approval or consent must be in writing.

25. Exhibits and Schedules. All of the Exhibits and Schedules that are attached to the body of this Assignment are an integral part of this Assignment and are incorporated by reference into this Assignment. If a conflict exists between the body of this Assignment and the Exhibits and Schedules, the body prevails to the extent of the conflict.

26. Force Majeure. Neither Party will be liable to the other for any failure to comply with any terms of this Assignment to the extent the failure is caused directly or indirectly by acts of nature, fire, government restrictions or other government acts, strike, union disturbance, injunction or other labor problems, riots, insurrection, terrorism or threats of terrorism, war (whether or not declared) or other causes beyond the control of or without fault on the part of either Party. Upon the occurrence of any event of the type referred to in this Section, the affected Party will give prompt notice to the other Party, together with a description of the event and the duration for which the affected Party expects its ability to comply with the provisions of this Assignment to be affected. The affected Party will devote its best efforts to remedy to the extent possible the condition giving rise to the failure event and to resume performance of its obligations under this Assignment as promptly as possible.

27. Non-Reliance. In evaluating and entering into this Assignment neither Party relied and are not relying on any representations, covenants, warranties or other statements, whether oral or written, of the other, including with regard to any level of profitability, except those representations, covenants and warranties specifically set forth in this Assignment or the APA.

28. Relationship Between the Parties. This Assignment does not constitute Assignor as the agent or legal representative of Assignee, nor Assignee as the agent or legal representative of Assignor, for any purpose whatsoever. Neither Party is granted any right or authority to assume or to create any obligation or responsibility, expressed or implied, on behalf of or in the name of the other Party or to bind the other Party in any manner or thing whatsoever. Assignor's employees will not represent themselves as being representatives of or otherwise employed by Assignee. Nothing in this Assignment will be construed as creating the relationship of employer and employee, joint venture, partnership, distributorship, franchise, agency or consignment between the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this Assignment as of the Effective Date.

**F.L. Roberts and Company,
Incorporated**

Nouria Energy Corporation

Signature:

Signature:



Name: Steven M. Roberts

Name:

Title: President and Treasurer

Title:

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Parties have duly executed this Assignment as of the Effective Date.

**F.L. Roberts and Company,
Incorporated**

Nouria Energy Corporation

Signature:

Signature:

Name: Steven M. Roberts

Name: Tony El-Nemr


Title: President and Treasurer

Title: President and Treasurer

[Signature Page to Trademark Assignment]

SCHEDULE 1.1

Trademarks

Trademark	Serial No.	Registration No.	Application Date	Registration Date
YOUR FRIEND ON THE ROAD	86/311,966	4,800,832	June 17, 2014	August 25, 2015
 Golden Nozzle CarWash An F.L. Roberts Service GOLDEN NOZZLE CARWASH AN F.L. ROBERTS SERVICE	85/210,629	4,005,997	January 5, 2011	August 2, 2011
GOLDEN NOZZLE	85/210,621	4,058,906	January 5, 2011	November 22, 2011
GOLDEN NOZZLE	85/204,686	4,495,130	December 23, 2010	March 11, 2014
REWARDS PLUS (unregistered)	N/A	N/A	N/A	N/A

Domain Name

<flroberts.com>