

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414676

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	12/16/2015		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZAO Promyshlennaya Gruppya "Spektr-Avto"		12/16/2015	Corporation: RUSSIAN FEDERATION
RECEIVING PARTY DATA			
Name:	Amalie Oil Inc.		
Street Address:	1601 McCloskey Blvd.		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33605		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77724985	SPECTROL	
CORRESPONDENCE DATA			
Fax Number:	8132294133		
<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:	813-223-7000		
Email:	trademarks@carltonfields.com		
Correspondent Name:	William G. Giltinan		
Address Line 1:	PO Box 3239		
Address Line 4:	TAMPA, FLORIDA 33601-3239		
NAME OF SUBMITTER:	William G. Giltinan		
SIGNATURE:	/William G. Giltinan/		
DATE SIGNED:	02/02/2017		
Total Attachments: 8			
source=Assignment from Delfin to Amalie Oil (Spectrol)(110303103_1)#page1.tif			
source=Assignment from Delfin to Amalie Oil (Spectrol)(110303103_1)#page2.tif			
source=Assignment from Delfin to Amalie Oil (Spectrol)(110303103_1)#page3.tif			
source=Assignment from Delfin to Amalie Oil (Spectrol)(110303103_1)#page4.tif			

CH \$40.00 77724985

source=Assignment from Delfin to Amalie Oil (Spectrol)(110303103_1)#page5.tif

source=Assignment from Delfin to Amalie Oil (Spectrol)(110303103_1)#page6.tif

source=Assignment from Delfin to Amalie Oil (Spectrol)(110303103_1)#page7.tif

source=Assignment from Delfin to Amalie Oil (Spectrol)(110303103_1)#page8.tif

TRADEMARK

REEL: 005979 FRAME: 0868

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made and entered into effective as of 16 december, 2015 (the "Effective Date") by and between ZAO Promyshlennaya Gruppa "Spektr-Avto" CORPORATION RUSSIAN FED. Smolnaya St. 2 Moscow RUSSIAN FED.125493 ("Assignor"), and AMALIE OIL COMPANY, a Florida corporation ("Assignee"). This Assignment is executed in connection with that certain ASSET PURCHASE AGREEMENT, dated as of the Effective Date, between Assignee and DELFIN GROUP USA, LLC (the "APA"). Capitalized terms used but not defined in this Assignment shall have the respective meanings ascribed to them in the APA.

WHEREAS, pursuant to the APA, DELFIN GROUP USA, LLC ("Delfin") desires to convey, and cause to be conveyed, its entire right, title, and interest in certain trademarks and related applications and registrations to Assignee in certain nations, while retaining such right title and interest in the same or similar trademarks in other nations;

WHEREAS Assignor is the legal owner of such rights in at least some portion of the Territory (as defined below), licensed such rights to Delfin, and desires to enable the transaction set forth in the APA to take place.

NOW, THEREFORE, for a good and valuable consideration the parties hereto agree as follows:

1. **Definitions.**

- (a) "Affiliate" means a Person that directly or indirectly controls, is controlled by, or is under common control with, another Person.
- (b) "Assigned Intellectual Property" means the Assigned Marks and the Assigned Registrations.
- (c) "Assigned Marks" means any and all trade names, trademarks, service marks, domain names, and social media identifiers, identical to or a colorable imitation of "SPECTROL," whether in the form of a word mark, a stylized word mark, a logo, or symbol, that has been used, or may be used, on or in connection with any good or service in the Territory. Notwithstanding the foregoing, the parties acknowledge and agree that Assigned Marks does not and shall not include any non-country-specific domain names and/or social media identifiers, the rights of the respective parties to which shall be subject to the provisions of Section 2.3 below.

- (d) “Assigned Registrations” means any and all registrations and applications to register (including all renewal rights) any of the Assigned Marks in any nation in the Territory (including without limitation those applications and registrations identified on Exhibit A attached hereto).
- (e) “Person” means and individual or entity (regardless of type or jurisdiction of organization) and includes any individual, corporation with or without share capital, general or limited partnership, limited liability partnership, limited company, trust, trustee, joint venture, association, government tribunal, government agency or organization or entity of any kind and regardless of how or where organized or domiciled;
- (f) “Territory” means the nations set forth in Exhibit B attached hereto, including all territories and protectorates thereof.

2. ASSIGNMENT

2.1 *Assignment.* Assignor, on behalf of itself and all of its Affiliates, hereby irrevocably transfers and assigns to the Assignee, all right, title and interest in or to the Assigned Marks and the Assigned Registrations, and all goodwill associated therewith, that Assignor or its Affiliates has or may have now or in the future, but solely in the Territory. For avoidance of doubt, but without limiting the foregoing and except as otherwise set forth in this Assignment, it is understood and agreed that the foregoing assignment will have no effect on any rights of the parties hereto in any nation outside the Territory. The foregoing assignment includes without limitation any and all (i) licenses and sublicenses (implied and otherwise) granted and obtained with respect thereto throughout the Territory (but not outside the Territory); (ii) rights thereunder (in the Territory but not outside the Territory); (iii) rights to protection of interests therein under the laws of all jurisdictions in the Territory; (iv) associated rights for past, present and future income, royalties or other payment with respect thereto (in the Territory but not outside the Territory); (v) associated rights to sue for any past, present or future damages in relation to any infringement or misappropriation thereof (occurring in the Territory but not outside the Territory); (vi) rights to receive registrations thereof in any nation in the Territory, assignments or transfers thereof or licenses thereto in every nation in the Territory; and (vii) associated goodwill in every nation in the Territory.

2.2 *Further Assurances.* Assignor will promptly and without charge but at Assignee’s expense, upon the request of Assignee, assist Assignee or its successor in (i) taking or causing to be taken all reasonable actions, steps and proceedings to transfer all Assigned Registrations to Assignee; (ii) executing or causing to be executed all applications, assignments, documents or other instruments, as the Assignee may reasonably require in order to vest absolute legal and beneficial ownership of the rights referred to in section 2.1 above in the Assignee or its assignee or to register or otherwise perfect Assignee’s or its successor’s title thereto anywhere in the

Territory; and (iii) evidencing prior sales and distribution arrangements in the Territory that Assignor may have made to the extent such materials are available in the event any Assigned Registration is challenged by a third party based on an allegation of non-use in any nation in the Territory.

2.3 Cooperation. To the extent either Assignor or Assignee obtains any non-country-specific domain name or social media identifier, or engages in any online marketing or sales effort that is reasonably likely to be accessed both within the Territory and outside the Territory, the parties agree to reasonably cooperate to ensure that customers and prospects within the Territory are directed to Assignee and customers and prospects outside the Territory are directed to Assignor.

2.4 Related Assignments. To the extent Assignor executes any separate assignments in favor of Assignee or its successor or agent for the purposes of recording or otherwise, such separate assignments and this Assignment will be construed together to effect the intent of the transfer of Assigned Intellectual Property set forth in Section 2.1 above.

2.5 Right to Rely. Any nation or state, or agency or representative thereof, or individual, partnership, corporation, or other entity, may rely without further inquiry upon the powers and rights granted to Assignee herein and upon any notarization, certification, verification, affidavit, or jurat by any notary public of any state relating to the authorization, execution, and delivery of this Assignment of the authenticity of any copy, conformed or otherwise, hereof.

2.6 Consideration. Assignor and Assignee hereby expressly agree that this Assignment is supported by adequate and valuable consideration and expressly waive any objection to the enforcement of this Assignment on the basis of a failure of consideration. The foregoing representation is, and will be treated as, a material inducement on which the parties relied in entering into this Assignment.

3. AGREEMENT NOT TO INTERFERE

3.1 Assignor's Agreement Not to Interfere in the Territory. Except as set forth in Section 2.3 above, Assignor, on behalf of itself and its Affiliates, agrees not to register, seek to register, use, or sublicense any trademark, service mark, trade name, domain name or social media identifier identical to or a colorable imitation of any of the Assigned Marks in the Territory. Should any application, registration, domain name or social media identifier be filed or acquired by Assignor or any Affiliate of Assignor in the Territory that Assignee reasonably determines is confusingly similar to any Assigned Mark, Assignor will immediately assign and transfer, or cause to be immediately assigned and transferred, all rights in and to such application, registration, domain name or social media identifier (and all good will associated therewith) to Assignee upon request and without charge. Assignor, on behalf of itself and its Affiliates, further agrees not to oppose or seek to cancel any application to register, or registration, for any trademark, service mark, trade name, domain name or social media identifier identical to or a

colorable imitation of any of the Assigned Marks owned or filed by Assignee or its related companies in the Territory. Should any such cancellation or opposition be brought by or for Assignor or any Affiliate of Assignor, Assignor shall cause such proceeding to be immediately dismissed upon request and without charge.

3.2 Assignee's Agreement Not to Interfere outside the Territory. Except as set forth in Section 2.3 above, Assignee, on behalf of itself and its Affiliates, agrees not to register, seek to register, use, or sublicense any trademark, service mark, trade name, domain name or social media identifier identical to or a colorable imitation of any of the Assigned Marks outside of the Territory. Should any application, registration, domain name or social media identifier be filed or acquired by Assignee or any Affiliate of Assignee outside the Territory that Assignor reasonably determines is confusingly similar to any Assigned Mark, Assignee will immediately assign and transfer, or cause to be immediately assigned and transferred, all rights in and to such application, registration, domain name or social media identifier (and all good will associated therewith) to Assignor upon request and without charge. Assignee, on behalf of itself and its Affiliates, further agrees not to oppose or seek to cancel any application to register, or registration, for any trademark, service mark, trade name, domain name or social media identifier identical to or a colorable imitation of any of the Assigned Marks owned or filed by Assignor or its related companies outside the Territory. Should any such cancellation or opposition be brought by or for Assignee or any Affiliate of Assignee, Assignee shall cause such proceeding to be immediately dismissed upon request and without charge.

4. GENERAL PROVISIONS

4.1 Headings and Subheadings. The inclusion in this Assignment of headings and subheadings is for convenience of reference only and shall not affect the construction or interpretation of this Assignment.

4.2 Invalidity of Provisions. Each of the provisions contained in this Assignment is distinct and severable and a declaration of invalidity or unenforceability of any such provision by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Assignment.

4.3 Entire Agreement. This Assignment and the APA, together with any schedules or appendices attached hereto or to the APA, constitutes the entire agreement between the parties pertaining to the subject matter of this Assignment and there are no warranties, representations or agreements between the parties in connection with the subject matter of this Assignment except as specifically set forth or referred to in this Assignment or the APA.

4.4 Modification and Waiver. This Assignment may not be modified unless agreed to in writing by all of the parties hereto. No extension of any time limit granted by a party shall constitute an extension of any other time limit or any subsequent instance involving the same

time limit. No consent by a party to, nor waiver of, a breach by the other party, whether express or implied, shall constitute a consent to or waiver of or excuse for any other different or subsequent breach, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Except as otherwise provided herein, no term or provision of this Assignment shall be deemed waived and no breach excused.

4.5 Counterparts. This Assignment may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, when taken together, shall constitute one and the same instrument.

4.6 Facsimile or Electronic Transmission. Each of the Assignor and Assignee shall be entitled to rely upon delivery by facsimile or other means of electronic transmission of an executed copy of this Assignment.

4.7 Survival. The parties agree that the provisions of this Assignment which are intended to survive the termination of this Assignment shall survive the termination of this Assignment and shall continue in full force and effect and be binding upon the parties.

4.8 Inurement. This Assignment shall inure to the benefit of, and be binding upon, the Assignor and the Assignee and their respective successors, affiliates and permitted assigns.

4.9 Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the state of Florida, USA. Any action to interpret, enforce, or reject this Assignment may be brought exclusively in the Florida state courts in Hillsborough County, Florida, or in the United States District Court for the Middle District of Florida, Tampa Division. Assignor and Assignee expressly consent to jurisdiction of the foregoing courts and expressly waive any objections to the jurisdiction of such courts including, without limitation, any objection of forum non-conveniens. Notwithstanding the foregoing, Assignee may bring an action in any court or administrative agency of competent jurisdiction to the extent Assignee determines such action is necessary to protect or enforce any rights, title or interest transferred to Assignee in this Assignment.

4.10 Recordings. Assignor hereby acknowledges that an executed copy of this Assignment and executed copies of any subsequent or related assignments or documents provided pursuant to sections 2.2 and 2.3 above, may be filed with the United States Patent and Trademark Office, the United States Copyright Office or with the intellectual property authority of any other country or region, as applicable, by or for Assignee or its successor in interest at any time.

[SIGNATURES ON FOLLOWING PAGE]

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

ASSIGNOR:

ASSIGNEE:

ZAO Promyshlennaya Gruppy "Spektr-Avto"
a Corporation of the Russian Federation

AMALIE AOC, LTD.,
a Florida limited partnership

By: **Director**

By: **PACKERS ACQUISITION CO.,**
a Florida Corporation, its sole General
Partner

Name: **Alexander Solomatin**

By: _____
Anthony J. Barkett, its Vice President

Title: _____


Date: _____

Date: **16/12/2015**

Assignment of Intellectual Property

EXHIBIT A: Assigned Registrations

	<u>Mark</u>	<u>Serial #</u>	<u>Filing Date</u>	<u>Status</u>	<u>Country</u>
1	<i>Spectrol</i>	77724985	Apr. 29, 2009	Live	USA

102853866.1

EXHIBIT B: Territory

Territory:

1. All nations with capital cities (as of the effective date of this Assignment) located west of the Prime Meridian and east of the Antimeridian (the "Western Hemisphere").
2. China
3. Korea
4. Japan
5. Indonesia
6. Vietnam
7. Thailand
8. Cambodia
9. India
10. Philippines
11. Taiwan

102853866.1