

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM457993

<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>
FuelQuest, Inc.		08/22/2014	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Veeder-Root FuelQuest, LLC		
<b>Street Address:</b>	9 Greenway Plaza		
<b>Internal Address:</b>	Suite 1800		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77046		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4267234	FUELQUEST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8032559831		
<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>	803-799-2000		
<b>Email:</b>	ip@nelsonmullins.com		
<b>Correspondent Name:</b>	Nelson Mullins Riley & Scarborough LLP		
<b>Address Line 1:</b>	301 South College Street		
<b>Address Line 2:</b>	23rd Floor, IP Department		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	22870/09196		
<b>NAME OF SUBMITTER:</b>	Charles G. Zug		
<b>SIGNATURE:</b>	/cgz/		
<b>DATE SIGNED:</b>	01/13/2018		
<b>Total Attachments: 5</b>			
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## **TRADEMARK ASSIGNMENT AGREEMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of August 22, 2014 (the "Effective Date"), by and among FuelQuest, Inc., a Delaware corporation having a principal place of business at 9 Greenway Plaza, Suite 1800, Houston, Texas 77046 (hereinafter "Assignor") and Veeder-Root FuelQuest, LLC, a Delaware limited liability company, having a principal place of business at 9 Greenway Plaza, Suite 1800, Houston, Texas 77046 (hereinafter "Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement, of even date herewith, by and between Assignor and Assignee;

WHEREAS, Assignor is the owner of the trademark and/or service mark registrations and applications identified in Schedule A, attached hereto (collectively the "Trademarks");

WHEREAS, Assignee is desirous of acquiring all right, title, and interest of Assignor in and to the Trademarks; and

WHEREAS, Assignor is willing to assign to Assignee all right, title, and interest as Assignor may possess in and to the Trademarks.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee, intending to be legally bound, agree as follows:

Assignor hereby assigns, transfers and conveys to Assignee, Assignor's entire worldwide right, title and interest in and to the Trademarks, including, without limitation, any and all common law rights thereto, as well as the goodwill of the business symbolized by said Trademarks.

Assignor hereby assigns, transfers and conveys to Assignee all right, title, and interest as Assignor may possess in and to the Trademarks, including, but not limited to, all benefits, privileges, causes of action and remedies relating to such Trademarks, together with the goodwill symbolized by said Trademarks.

Together with Assignor's worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Assignment, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and/or registration of the Trademarks.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States and the appropriate official in any other country, to issue any and all trademark registrations, amended registrations and/or renewals that may be granted upon any application or petition for same, to Assignee, and/or Assignee's successors and/or assigns.

This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of Delaware.

Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of

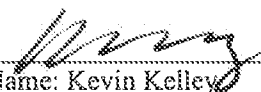
recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.

*(Signature page follows)*

IN WITNESS WHEREOF, the parties have executed this TRADEMARK ASSIGNMENT AGREEMENT effective as of the date first above written.

ASSIGNOR:

FUELQUEST, INC.

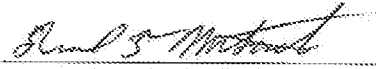
By:   
Name: Kevin Kelley  
Title: Director

[Signature Page to Trademark Assignment]

**TRADEMARK**  
**REEL: 006249 FRAME: 0244**

ASSIGNEE:

VEEDER-ROOT FUELQUEST, LLC

By:   
Name: Frank T. McFaden  
Title: Vice President and Treasurer

[Signature Page to Trademark Assignment]

**TRADEMARK**  
**REEL: 006249 FRAME: 0245**

**Exhibit A**

**Trademarks**

<b>Reg. No.</b>	<b>Ser. No.</b>	<b>Mark</b>	<b>Owner of Record</b>
3693958	77593848	FUELQUEST FUEL CENTER	FuelQuest, Inc.
4267234	85556289	FUELQUEST	FuelQuest, Inc.