OP \$90.00 4847176

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM487096

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jacobus Energy, Inc.		06/20/2018	Corporation: WISCONSIN

RECEIVING PARTY DATA

Name:	Flyers Energy, LLC
Street Address:	2360 Lindberg Street
City:	Auburn
State/Country:	CALIFORNIA
Postal Code:	95602
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4847176	Q
Registration Number:	1814062	QUICK FUEL
Serial Number:	87657725	Q RFID

CORRESPONDENCE DATA

Fax Number: 4154894150

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.

Phone: 4154894101

Email: Imiller@vierramagen.com
Correspondent Name: Vierra Magen Marcus LLP
Address Line 1: 101 Mission Street, Suite 400

Address Line 4: SAN FRANCISCO, CALIFORNIA 94105

NAME OF SUBMITTER:	Brian I. Marcus
SIGNATURE:	/Brian I. Marcus/
DATE SIGNED:	08/22/2018

Total Attachments: 3

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> TRADEMARK REEL: 006420 FRAME: 0477

TRADEMARK ASSIGNMENT

WHEREAS, Jacobus Energy, Inc., a Wisconsin corporation ("Assignor"), owns all right, title, and interest in the trademarks, trademark applications, and trademark registrations shown on the attached <u>Schedule A</u> and any related common law rights, including the goodwill associated therewith (the "Trademarks");

WHEREAS, Flyers Energy, LLC, a California limited liability company having its principal place of business at 2360 Lindberg Street, Auburn, California 95602 ("Assignee"), is acquiring certain of the assets of Assignor, including the Trademarks, pursuant to an Asset Purchase Agreement dated May 16, 2018, by and between Assignor, Assignee and others (the "Asset Purchase Agreement"); and

WHEREAS, in connection with such Asset Purchase Agreement, Assignee shall acquire all rights throughout the world in and to the Trademarks and any applications and registrations therefor, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to recover damages and profits for past and future infringements thereof.

NOW, THEREFORE, for the good and valuable consideration set forth in the Asset Purchase Agreement, the sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer unto Assignee all right, title, and interest in and to the Trademarks and any applications or registrations therefor, together with all common law rights therein, the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, throughout the world, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and profits for past and future infringements thereof.

Dated: June, 2018	
JACOBUS ENERGY, INC.	FLYERS ENERGY, LLC
By: C.N. facolinin	By:
Name: C.A. Jacobush	Name:
Title: CEO	Title:

TRADEMARK ASSIGNMENT

WHEREAS, Jacobus Energy, Inc., a Wisconsin corporation ("Assignor"), owns all right, title, and interest in the trademarks, trademark applications, and trademark registrations shown on the attached <u>Schedule A</u> and any related common law rights, including the goodwill associated therewith (the "Trademarks");

WHEREAS, Flyers Energy, LLC, a California limited liability company having its principal place of business at 2360 Lindberg Street, Auburn, California 95602 ("Assignee"), is acquiring certain of the assets of Assignor, including the Trademarks, pursuant to an Asset Purchase Agreement dated May 16, 2018, by and between Assignor, Assignee and others (the "Asset Purchase Agreement"); and

WHEREAS, in connection with such Asset Purchase Agreement, Assignee shall acquire all rights throughout the world in and to the Trademarks and any applications and registrations therefor, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to recover damages and profits for past and future infringements thereof.

NOW, THEREFORE, for the good and valuable consideration set forth in the Asset Purchase Agreement, the sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer unto Assignee all right, title, and interest in and to the Trademarks and any applications or registrations therefor, together with all common law rights therein, the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, throughout the world, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and profits for past and future infringements thereof.

Dated: June <u>20</u> , 2018	
JACOBUS ENERGY, INC.	FLYERS ENERGY, LLC
Ву:	By: USUU
Name:	Name: Walter A. Dwelle
Title:	Title: Manager

SCHEDULE A: TRADEMARKS

MARK	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS
	4,847,176	November 3, 2015	Live
QUICK FUEL	1,814,062	December 28, 1993	Live
	87,657,725	October 24, 2017	Live

RECORDED: 08/22/2018

TRADEMARK
REEL: 006420 FRAME: 0480