TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Global GL, LC		101/31/2012	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	Amalie Oil Company	
Street Address:	1601 McCloskey Boulevard	
City:	Татра	
State/Country:	FLORIDA	
Postal Code:	33605	
Entity Type:	CORPORATION: FLORIDA	

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	85398029	CERTECH ULTRA
Registration Number:	2039573	GREASED LIGHTNING GL3000
Registration Number:	2979509	LIQUID ICE
Registration Number:	1756367	MARINE FORMULA GL9000
Registration Number:	2979507	POWER SURGE
Registration Number:	3069050	RAMPAGE
Registration Number:	2979508	REV GUARD

CORRESPONDENCE DATA

Fax Number: (813)229-4133 Phone: 813-223-7000

Email: trademarks@carltonfields.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Stephen J. Leahu
Address Line 1: P.O. Box 3239

TRADEMARK REEL: 004712 FRAME: 0638

900214182

Address Line 2: Attn: IP Dept. Address Line 4: Tampa, FLORIDA 33601-3239 ATTORNEY DOCKET NUMBER: **AMALIE** NAME OF SUBMITTER: Stephen J. Leahu Signature: /Stephen J. Leahu/ Date: 02/08/2012 Total Attachments: 4 source=AMALIE NO 2#page1.tif source=AMALIE NO 2#page2.tif source=AMALIE NO 2#page3.tif source=AMALIE NO 2#page4.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "<u>Assignment</u>") is entered into as of January 31, 2012 (the "<u>Effective Date</u>") by **GLOBAL GL, LC**, a Florida limited liability company ("<u>Assignor</u>") in favor of **AMALIE OIL COMPANY**, a Florida corporation, or its designee ("<u>Assignee</u>").

Recital

Assignor, Assignee, Laurence E. Mitchell and Peggy Sue Mitchell are parties to the Asset Purchase Agreement of even date herewith (the "<u>APA</u>") pursuant to which Assignor agreed to grant, transfer and assign to Assignee all of Assignor's rights in the Intellectual Property, as defined below.

Definitions

The "Business" shall mean the business of production, marketing, sale and distribution of automotive additive, chemical, lubricant and oil products designed to improve engine performance, reduce emissions, extend engine life, or otherwise prevent and solve automotive mechanical problems through the exploitation of the Product Line.

The "Product Line" shall mean Assignor's "Greased Lightning" product line, including all goods and services offered under or in connection with the "CerTech," "Rampage," "Power Surge," "Rev Guard," "Greased Lightning," and "Liquid Ice" product names, trademarks and service marks, and the goodwill associated therewith (collectively).

The term "Intellectual Property" shall mean all:

- (i) trademarks (registered or unregistered), service marks, brand names, trade names, domain names, certification marks, trade dress, assumed names, other indications of origin and the goodwill associated therewith, and all registrations or applications for registration thereof in any jurisdiction, including any extension, modification or renewal of any such registration or application;
- (ii) patents, patent applications, continuations, continuations-in-part, divisionals and foreign counterparts in any jurisdiction, and any inventions whether patented, patentable or not;
- (iii) copyrights, database rights and moral rights in both published works and unpublished works, including all such rights in software, user and training manuals, marketing and promotional materials, web sites, logos, product labels, product packaging, product inserts, material safety data sheets, internal reports, artwork, digital files, paper files, business plans and any other writings, expressions, mask works, firmware and videos, whether copyrighted, copyrightable or not, and all registrations or applications for registration of copyrights thereof and any renewals or extensions thereof in any jurisdiction;
- (iv) trade secret and confidential information, and rights in any jurisdiction to limit the use or disclosure thereof by a third party, including such rights in formulations, inventions,

discoveries and ideas, whether patented, patentable or not in any jurisdiction (and whether or not reduced to practice), know-how, customer lists, vendor lists, technical information, proprietary information, technologies, processes and formulae, software, data, plans, drawings and blue prints, whether tangible or intangible and whether stored, compiled, or memorialized physically, electronically, photographically or otherwise;

- (v) testing information, Universal Product Codes ("UPCs"), model releases, publication rights, customer contracts, vendor contracts, royalty and licensing agreements, phone numbers, accounting records, financial information, business prospects, historical sales and business operations information and performance, and any software used to account for or design the Product Line; and
- (vi) any similar intellectual property or proprietary rights similar to any of the foregoing, licenses (whether implied or otherwise), immunities, obligations to assign, transfer or license, covenants not to sue and the like relating to the foregoing, and any claims or causes of action arising out of or related to any infringement, misuse or misappropriation of any of the foregoing, including actions arising out of infringements, misuses, or misappropriations that occurred prior to the effective date of this Agreement.

Assignment

For good and valuable consideration, and on the promises and premises set forth below, the receipt and sufficiency of which are acknowledged, Assignor hereby irrevocably grants, transfers and assigns to Assignee, all of Assignor's worldwide common law and statutory right, title and interest in and to any and all of its rights in any and all Intellectual Property associated with, or used in connection with, the Business and Product Line, whether owned or licensed (including without limitation all Intellectual Property listed in Composite Schedule 2.11(a) to the APA), together with any and all of the goodwill associated therewith. Assignor further agrees to execute any and all further documentation necessary or required to effectuate the formal transfer and recordation of any or all of the Intellectual Property, in the relevant governmental agencies in the United States and foreign jurisdictions.

To the extent any separate assignments are executed and/or recorded in connection with any assigned Intellectual Property, such separate assignment shall be deemed to be a memorialization of the transfer of rights, title, and interests described in this Assignment and, to the extent any such separate assignment or other document is inconsistent with this Assignment, the separate assignment or other document and this Assignment shall be interpreted together such that the maximum possible rights, title and interest are assigned and transferred to Assignee.

Assignor hereby authorizes Assignee, its successors and assigns, to take any appropriate action in connection with the assigned Intellectual Property (including, without limitation, all applications and registrations therefor), in the name of the Assignor.

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.

[Signatures appear on the following page.]

21721218.3

Dated as of the Effective Date.

GLOBAL GL, LC

"Assignor"

Name:

Laurence E. Mitchell

Title

SIGNATURE PAGE TO IP ASSIGNMENT AGREEMENT – GLOBAL TO AMALIE