

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
Pennzoil-Quaker State Company		04/28/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Amalie AOC, Ltd.		
Street Address:	1601 McCloskey Blvd.		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33605		
Entity Type:	LIMITED PARTNERSHIP: FLORIDA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1047960	WOLF'S HEAD	
Registration Number:	1396287	RUN WITH THE WOLF	
Registration Number:	1047961		
Registration Number:	1560411	FINEST OF THE FINE SINCE 1879	
CORRESPONDENCE DATA			
Fax Number:	(813)229-4133		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	trademarks@carltonfields.com		
Correspondent Name:	C. Douglas McDonald		
Address Line 1:	P.O. Box 3239		
Address Line 4:	Tampa, FLORIDA 33601		
ATTORNEY DOCKET NUMBER:	42124/14054		
NAME OF SUBMITTER:	C. Douglas McDonald		
Signature:	/C. Douglas McDonald/		

CH \$115.00 1047960

Date:

05/30/2006

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment dated as of April 28, 2006 (the "Trademark Assignment"), by Pennzoil-Quaker State Company, a Delaware corporation d/b/a SOPUS Products ("Assignor"), with its principal place of business at 700 Milam Street, Houston, Texas 77002 is in favor of Amalie AOC, Ltd., a Florida limited partnership, with its principal place of business at 1891 McCloskey Boulevard, Ilooker's Point, Tampa, FL 33605 ("Assignee").

WHEREAS, Assignor and Assignee's affiliate Petroleum Packers of Jacksonville II, a Florida corporation ("PPJII"), are parties to that certain Purchase and Sale Agreement dated as of March 17, 2006 (the "Agreement"), pursuant to which Assignor has agreed to transfer to PPJII or its nominee the Trademark (as defined in the Agreement) of Assignor including, but not limited to, all federal and state registrations, trade names, labels, logos, trademark registration applications, and all rights related thereto, filed in the United States, all renewals of such trademark registrations, all common law rights therein and all goodwill annexed to all Trademark therein, including, but not limited to, those items set forth on Schedule 2.1(a) of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer, and deliver to Assignee:

- (i) all of Assignor's right, title, and interest, in and to the Trademark set forth on Exhibit A (the "Trademark");
- (ii) the goodwill of the business symbolized by the Trademark;
- (iii) all causes of actions, claims and demands or other rights for, or arising from, any infringement, including past infringement, of such Trademark and other items set forth on Schedule 2.1(a) of the Agreement; and
- (iv) all rights corresponding thereto throughout the United States Area.

From time to time after the date hereof, at the request and expense of Assignee, Assignor shall execute and deliver to Assignee such documents in a form acceptable to Assignor and take such other action as Assignee may reasonably request in order to consummate the transfer of the Trademark.

Assignor also hereby authorizes and requests the issuing authority to issue any and all United States Trademarks for the Trademark to the Assignee.

Assignee, by acceptance hereof, recognizes that it is solely responsible for drafting, filing or recording any documents necessary to effect or complete the transfer, any continuing prosecution and maintenance of the marks or registrations, and incurring and paying any expenses and fees, including but not limited to legal and government fees and stamp duty.


Schedule A of the Agreement is hereby incorporated herein by reference. Unless the context shall otherwise require, terms used and not defined herein shall have the meanings set

forth in Schedule A of the Agreement, and all procedures and other provisions set forth in Schedule A shall govern this Trademark Assignment unless otherwise provided herein.

This Trademark Assignment shall be binding on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed by the signature of its duly authorized officer as of the date above first written.


Pennaco-Quaker State Company
a Delaware corporation

By: 
Name MICHAEL C. MCMURRAY
Title VP FINANCE & TREASURER

Acknowledged and Accepted:

Amalie AOC, Ltd.
a Florida limited partnership

By: Packers Acquisition Co., a Florida corporation,
its sole General Partner

By: 
Name Harry J. Barkett
Title President

Schedule 2.1 (a)
TRADEMARK(S)

<u>Trademark (Registration No.)</u>	<u>Country</u>	<u>Goods</u>
Wolf's Head (1,047,960)	USA	Motor oil, hydraulic fluid, automatic transmission fluid, lubricant oils and greases, gasoline, kerosene, fuel oils and solvents, in Class 4.
Rat With the Wolf (1,396,287)	USA	Automatic Transmission Fluids in Class 1; motor oils, hydraulic oils, lubricant oils and greases in Class 4.
Figure of a Wolf's Head (1,047,961)	USA	Motor oil, hydraulic fluid, automatic transmission fluid, lubricant oils and greases, gasoline, kerosene, fuel oils and solvents, in Class 4.
Finest of the Fine Since 1879 (1,560,411)	USA	Motor oil, hydraulic fluid, automatic transmission fluid, lubricants and greases, in Class 4.