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04-10-2003

OFFICE OF PUBLIC RECORDS
3032-0001 RECORDATION FORM
2003 MAR 24 AM 9:30 TRADEMAR



102415211

FINANCE SECTION

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Speedway SuperAmerica LLC

Individual(s) Association
 Partnership Limited Partnership
 Corporation Delaware
 Other _____

Additional name(s) of conveying party(ies) attached?
 Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 9 July 2002
Effective Date: 9 July 2002

2. Name and address of receiving party(ies):
GasAmerica Services, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation Indiana
 Other _____

Internal Address: _____

Street Address: 2700 West Main Street

City: Greenfield State: IN ZIP: 46104

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or Registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2,092,362 and 2,092,359

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **E. Victor Indiano**

Internal Address: _____

Street Address: **One North Pennsylvania Street
Suite 850
Indianapolis, Indiana 46204**

Telephone: **(317) 822-0033**

6. Total number of applications and trademarks involved: 2

7. Total fee (37 CFR 3.41):.....**\$65.00**

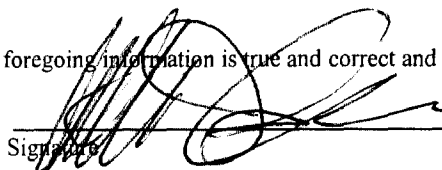
Enclosed

Authorized to be charged to deposit account

8. **Deposit account number: 50-1590.** Commissioner hereby authorized to charge any defect in fees or credit any overpayment to said deposit account.
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

E. Victor Indiano  21 March 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 4

C:\Data Files\Word Processing\3032 Gas America\Assignment recordation form.wpd

04/09/2003 ECOMPER 00000182 2092362

01 FC:0521 40.00 OP
02 FC:0522 25.00 OP

TRADEMARK AND TRADENAME AGREEMENT

THIS AGREEMENT, dated July 9th, 2002, is by and between GASAMERICA SERVICES, INC., an Indiana Corporation ("GasAmerica"), and SPEEDWAY SUPERAMERICA LLC, a Delaware limited liability company ("Speedway").

Recitals:

WHEREAS, Ashland Oil, Inc., a Kentucky Corporation ("Ashland Oil") and GasAmerica entered into an Agreement on June 1, 1990 ("1990 Agreement" and attached hereto as "Exhibit 1") to resolve any trademark conflicts that might arise out of or in connection with GasAmerica's use of the "GasAmerica" trademark and tradename and Ashland Oil's use of the "SuperAmerica" trademark and tradename;

WHEREAS, pursuant to the 1990 Agreement, GasAmerica executed an Assignment of Mark ("Assignment"), whereby GasAmerica verified its adoption and use of the trade name and mark "GasAmerica" and assigned unto Ashland Oil all right, title and interest to said mark.

WHEREAS, pursuant to the 1990 Agreement, Ashland Oil granted to GasAmerica a perpetual and exclusive license to use the trade name and mark "GasAmerica" and its corresponding logo in certain states;

WHEREAS, Marathon Ashland Petroleum LLC ("MAP") is the successor in interest to Ashland Oil;

WHEREAS, Speedway is a wholly owned subsidiary of MAP.

WHEREAS, Speedway is the owner of the GasAmerica Trademark and GasAmerica Tradename;

WHEREAS, the United States Patent and Trademark Office has assigned the GasAmerica Trademark and GasAmerica Tradename with Serial Numbers 74164991 and 74085482 and Registration Numbers 2092362 and 2092359.

WHEREAS, GasAmerica, Ashland Oil, MAP, and Speedway as successor in interest to Ashland Oil have all fully complied with the terms and conditions of the 1990 Agreement;

WHEREAS, Speedway and GasAmerica desire to terminate the 1990 Agreement and Assignment executed therewith; and

WHEREAS, Speedway desires to sell to GasAmerica the GasAmerica Trademark and GasAmerica Tradename and all of the goodwill associated therewith, and GasAmerica desires to purchase from Speedway the GasAmerica Trademark and GasAmerica Tradename and all of the goodwill associated therewith in accordance with the terms and conditions of this Agreement.

WHEREAS, upon payment of the Purchase Price referenced to below, the 1990 Agreement shall immediately terminate, and all of GasAmerica's and Speedway's rights, duties and obligations in and under the 1990 Agreement relating to or arising from the 1990 Agreement shall terminate.

Terms:

NOW THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties represent, warrant and agree as follows:

1. **Purchase of Trademark and Tradename.** Effective as of the date hereof, GasAmerica shall purchase from Speedway, and Speedway shall sell to GasAmerica, all of its rights, title and interest in and to the GasAmerica Trademark and Tradename and all of the goodwill associated therewith.

2. **Purchase Price for Trademark and Tradename.** As full consideration for the GasAmerica Trademark and GasAmerica Tradename, GasAmerica shall pay to Speedway the sum of Twenty Thousand and no/100 Dollars (\$20,000.00) (the "Purchase Price"). The Purchase Price shall be payable in cash within thirty (30) day of complete execution of this Agreement.

3. **Binding Nature.** This Agreement and the respective rights of the parties shall inure to the benefit of and be binding upon their successors, assigns and legal representatives.

4. **Future Cooperation.** From and after the date of this Agreement, GasAmerica agrees to cooperate in any reasonable manner with MAP or Speedway or any of their affiliates in defense or prosecution of any claims related to the Speedway name or marks. Additionally, GasAmerica agrees to provide reasonable assistance to MAP or Speedway or any of their affiliates in any claims relating to the use or infringement of any other trade and/or service marks owned by MAP or Speedway or any of their affiliates that are similar to the trade and/or service marks covered by the 1990 Agreement. GasAmerica agrees that their trademarks and trade dress will become no closer to the current Speedway marks and trade dress in general and the current SuperAmerica marks and trade dress in particular.

5. **Assignment by Speedway – Transfer of SuperAmerica Marks.** Speedway shall have the right to assign this Agreement in connection with a sale of Speedway's SuperAmerica marks, trade name and good will to a purchaser who assumes Speedway's obligations under this Agreement.

6. **Governing Law.** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Indiana.

7. **Entire Agreement.** This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof and may not be changed orally, but only by an Agreement in writing signed by each of the parties hereto.

8. **Miscellaneous.** The headings contained herein are for convenience only and shall not be considered in construing or interpreting this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

GASAMERICA SERVICES, INC.

SPEEDWAY SUPERAMERICA LLC



By: Stephanie White
Stephanie White, President

By: R. G. Becker
R. G. Becker, President