

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
ULTRAMAR INC.		07/31/2003	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	ULTRAMAR ENERGY INC.		
Street Address:	One Valero Way		
Internal Address:	Commercial Law Dept.		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78249-1112		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1237955	ULTRAMAR	
Registration Number:	1237956	ULTRAMAR	
CORRESPONDENCE DATA			
Fax Number:	(210)370-4881		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	210-345-5881		
Email:	nancy.peeler@valero.com		
Correspondent Name:	Nancy L. Peeler		
Address Line 1:	One Valero Way		
Address Line 2:	Commercial Law Dept.		
Address Line 4:	San Antonio, TEXAS 78249-1112		
ATTORNEY DOCKET NUMBER:	ULTRAMAR ENERGY INC.		
NAME OF SUBMITTER:	Nancy Peeler, Legal Assistant		

OP \$65.00 1237955

Signature:

/np/

Date:

01/23/2007

Total Attachments: 2

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ASSIGNMENT

WHEREAS, ULTRAMAR INC., a Nevada corporation, having a place of business at One Valero Way, San Antonio, Texas 78249-1112 (hereinafter the "Assignor"), is the owner of trademark registrations in the United States Patent and Trademark office, more fully set forth on the attached Schedule "A", and all rights appurtenant thereto (hereinafter the "Trademarks");

WHEREAS, ULTRAMAR ENERGY INC., a Delaware corporation, having a place of business at One Valero Way, San Antonio, Texas 78249-1112 (hereinafter the "Assignee"), is desirous of acquiring all of the right, title and interest in and to Assignor's Trademarks;

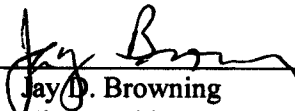

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business connected with the use of and symbolized by said marks, and together with any and all interests, claims and rights for damages and profits by reason of past infringement or unauthorized use of the mark, false designations of origin, unfair competition, deceptive trade practices, dilution or other misappropriation related to the Trademarks, use of confusingly similar marks or names by others and all other related causes of action and the right to sue therefor.

Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request of the Assignee which Assignee may require in order to vest all of Assignor's rights, title and interest in and to the Trademarks in Assignee, its successors or assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment to be effective as of July 31, 2003.

ASSIGNOR:



ULTRAMAR INC.

By:  
Jay D. Browning
Vice President and Secretary

ACKNOWLEDGED AND ACCEPTED:

ASSIGNEE:

ULTRAMAR ENERGY INC.

By:  
Jay D. Browning
Vice President and Secretary

SCHEDULE "A"

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ULTRAMAR and Eagle Design	1,237,955	5/17/83
ULTRAMAR	1,237,956	5/17/83