

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sunmarks, LLC		06/01/2009	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hollymarks, LLC		
<b>Street Address:</b>	100 Crescent Court		
<b>Internal Address:</b>	Suite 1600		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0442163	CIRCO	
Registration Number:	0425145	CIRCOSOL	
Registration Number:	2308748	HYDROLENE	
Registration Number:	1401800	SUN AG OIL	
Registration Number:	1712590	SUNFLEX	
Registration Number:	0829679	SUNPAR	
Registration Number:	2434700	SUNPAVE	
Registration Number:	0976588	SUNSPRAY	
Registration Number:	0781961	SUNTHENE	
Registration Number:	1331579	SUNTHENE	
Registration Number:	0433512	SUNWAX	
Registration Number:	1765525	ULTRA-FINE	
Registration Number:	0637361	POLYSEAL	

CH \$390.00 0442163

Serial Number:	78533520	SUNTEC
Serial Number:	78690875	SUNTRANS

**CORRESPONDENCE DATA**

Fax Number: (202)778-5439  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2026625439  
Email: trademarks@cov.com  
Correspondent Name: Marie A. Lavalley  
Address Line 1: 1201 Pennsylvania Avenue, N.W.  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	023383.00017
NAME OF SUBMITTER:	Cheryl L. Fountain/Paralegal Specialist
Signature:	/cheryllfountain/
Date:	08/27/2009

**Total Attachments: 11**  
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source=Trademark Assignment - Sunmarks#page3.tif  
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is effective on the 1st day of June, 2009 by and between **SUNMARKS, LLC** ("Assignor"), a limited liability company organized under the laws of the State of Delaware, and **HOLLYMARKS, LLC** ("Assignee"), a limited liability company organized and existing under the laws of the State of Delaware (collectively, the "Parties").

**WHEREAS**, pursuant to an Asset Sale and Purchase Agreement (the "ASPA"), dated April 15, 2009, by and between **SUNOCO, INC. (R&M)** and **HOLLY REFINING & MARKETING - TULSA LLC** (formerly named Holly Refining & Marketing-Midcon, L.L.C.)(the "Buyer"), the Buyer has agreed to purchase certain assets as set forth in the ASPA;

**WHEREAS**, pursuant to the ASPA, Assignor has agreed to irrevocably assign to the Buyer Assignor's entire right, title and interest in and to the Trademarks in the Territory only (as defined below) as a part of the Purchased Assets (as further defined in the ASPA); and

**WHEREAS**, pursuant to Section 11.3 of the ASPA, the Buyer has assigned all right to be assigned the Trademarks in the Territory only to the Assignee;

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00), the mutual promises and covenants contained herein and in the ASPA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### DEFINITIONS

1. All undefined, capitalized terms used herein shall have the meaning given to them in the ASPA.
2. "Trademarks" means the United States registered trademarks and service marks, and all trademark and service mark applications, unregistered trademarks and service marks, together with any goodwill associated therewith, as set forth in Exhibit A.
3. "Territory" means the United States.

### TRADEMARKS

4. Assignor hereby, without reservation, irrevocably sells, assigns, conveys and transfers to Assignee, as the successor to the ongoing and existing Business (as defined in the ASPA) of Assignor to which the Trademarks pertain, and its successors and assigns, all of Assignor's right, title and interest in and to any and all of the Trademarks in the Territory, together with the goodwill of the business that is/are symbolized by the Trademarks in the Territory, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks in the Territory, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

5. Assignee hereby accepts the foregoing assignment and assumes any obligations associated with trademark maintenance, renewal fees and charges, as required or provided by governmental offices overseeing trademarks, that may arise from or after the effective date of this Assignment.

6. Assignor agrees to and shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the Parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record the transfer of the Trademarks or Assignee's full and complete ownership of any or all of the Trademarks with, for example, the U.S. Patent and Trademark Office in the Territory.

7. Assignor will not object to Assignee's use of any trademark listed on Schedule 2.1.12.3 of the ASPA, but not contained within the Trademarks, as a trademark within the United States, Canada, or Mexico. Any such trademarks are not Trademarks and Assignor makes no representations or warranties regarding such trademarks.

#### GENERAL

8. Entire Agreement. This Assignment and the ASPA contain the entire agreement of the Parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the Parties.

9. Representations and Warranties. Assignor represents, covenants and warrants with and to Assignee that (a) Assignor has all of the right, title and interest necessary to grant to Assignee the rights contemplated by this Assignment, (b) Assignor has not previously sold, assigned, or otherwise transferred, in whole or in part, any of its right, title or interest in and to any of the Trademarks, and (c) the representations and warranties in the ASPA are true and correct with respect to the Trademarks.

10. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the Parties hereto, their successors and permitted assigns.

11. Governing Law. This Assignment shall be governed by and construed in accordance with the domestic Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware. The Parties hereby consent to the jurisdiction of any state or federal court located within Dallas County, Texas and, subject to and except as provided in Section 12 of this Assignment, irrevocably agree that all actions or proceedings related to this Agreement shall be litigated in such courts, and each Party waives any defense of forum *non conveniens* and agrees to be bound by any judgment rendered thereby in connection with this Assignment.

12. Arbitration. It is agreed among the Parties, as a severable and independent arbitration agreement separately enforceable from the remainder of this Assignment, that if the Parties hereto or the respective successors, assigns, heirs or legal representatives of any of the

foregoing are unable to amicably resolve any dispute or difference arising under or out of, in relation to or in any way connected with this Assignment (whether contractual, tortious, equitable, statutory or otherwise), such matter shall be finally and exclusively referred to and settled by arbitration pursuant to the arbitration provisions of the ASPA.

13. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

14. Notices. All notices that are required or may be given pursuant to the terms of this Assignment shall be in writing and shall be sent by registered or certified mail, postage prepaid, or sent by overnight courier addressed to the party to be notified at the respective addresses set forth below, or to such other address as may be furnished in writing to the notifying party:

To Assignor: Sunmarks, LLC  
c/o Sunoco, Inc. (R&M)  
1735 Market Street, Suite LL  
Philadelphia, PA 19103  
Attention: Bruce G. Fischer  
Senior Vice President-  
Strategy and Portfolio  
Telephone: (215) 977-3000

With a copy to: Sunmarks, LLC  
c/o Sunoco, Inc. (R&M)  
1735 Market Street, Suite LL  
Philadelphia, PA 19103  
Attention: Michael Kuritzkes  
Senior Vice President and  
General Counsel  
Telephone: (215) 977-6601

To Assignee: Hollymarks, LLC  
100 Crescent Court, Suite 1600  
Dallas, TX 75201  
Attention: George J. Damiris  
Telephone: (214) 871-3442

With a copy to: Hollymarks, LLC  
100 Crescent Court, Suite 1600  
Dallas, TX 75201  
Attention: Denise C. McWatters  
Telephone: (214) 871-3555

15. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

16. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed on the day and year first above written.

SUNMARKS, LLC

By: Michael J. Colavita  
Name: Michael J. Colavita  
Title: President

HOLLYMARKS, LLC

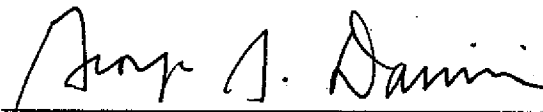
By: \_\_\_\_\_  
Name: George J. Damiris  
Title: Senior Vice President of Supply  
and Marketing

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed on the day and year first above written.

SUNMARKS, LLC

By: \_\_\_\_\_  
Name:  
Title:

HOLLYMARKS, LLC

By:   
Name: George J. Damiris  
Title: Senior Vice President of Supply  
and Marketing



**ACKNOWLEDGMENT**

STATE OF PENNSYLVANIA :  
 : ss.  
COUNTY OF PHILADELPHIA :

MICHAEL J. COLAVITA, being duly sworn, says that he/she is the President of Sunmarks, LLC, a Delaware limited liability company, and acknowledges that he/she did sign the Trademark Assignment on behalf of Sunmarks, LLC pursuant to due authority.

SUNMARKS, LLC

By: Michael J. Colavita  
Name: Michael J. Colavita  
Title: President

Sworn to and subscribed before me this  
12<sup>th</sup> day of June, 2009.

Jaime M. Lamana  
Notary Public

My commission expires: Oct 21, 2009 (SEAL)

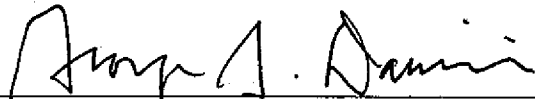
COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Jaime M. Lamana, Notary Public  
City Of Philadelphia, Philadelphia County  
My Commission Expires Oct. 21, 2009  
Member, Pennsylvania Association of Notaries

ACKNOWLEDGMENT

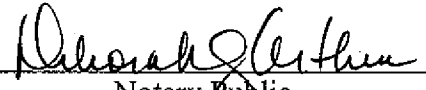
STATE OF TEXAS :  
: ss.  
COUNTY OF DALLAS :

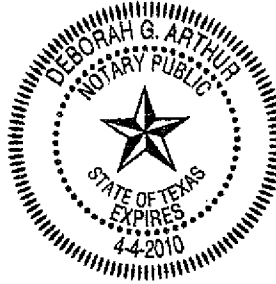
GEORGE J. DAMIRIS, being duly sworn, says that he is the Senior Vice President, Supply and Marketing of Hollymarks, LLC, a Delaware limited liability company, and acknowledges that he did sign the Trademark Assignment on behalf of Hollymarks, LLC pursuant to due authority.

HOLLYMARKS, LLC

By:   
Name: George J. Damiris  
Title: Senior Vice President, Supply  
and Marketing

Sworn to and subscribed before me this  
3rd day of June, 2009.

  
Notary Public



My commission expires: 4.4.2010 (SEAL)

**EXHIBIT A**

**SUNMARKS, LLC**

**U.S. FEDERAL TRADEMARKS**

<b><u>Mark</u></b>	<b><u>Reg. No.</u></b>	<b><u>Reg. Date</u></b>	<b><u>Goods/Services</u></b>
CIRCO (Stylized) <sup>®</sup>	442,163	03/01/1949	Lubricating oils sold for special industrial uses
CIRCOSOL (Stylized) <sup>®</sup>	425,145	11/05/1946	Plasticizer for rubber
HYDROLENE <sup>®</sup>	2,308,748	01/18/2000	Asphalt oils, asphalt recycling oils, and oils used for modification of asphalt and emulsified asphalt products
POLYSEAL <sup>®</sup>	637,361	11/20/1956	Petroleum wax compositions for impregnating and coating paper
SUN AG OIL <sup>®</sup>	1,401,800	07/22/1986	Refined mineral oil for use as carrier for herbicides in weed-killing spray oils
SUNFLEX <sup>®</sup>	1,712,590	09/01/1992	Process oil primarily used in the processing of rubber
SUNPAR <sup>®</sup>	829679	06/06/1967	Petroleum oil for plasticizing rubber
SUNPAVE <sup>®</sup>	2,434,700	03/13/2001	Petroleum oils used to modify asphalt
SUNSPRAY <sup>®</sup>	976,588	01/15/1974	Insecticide
SUNTEC <sup>™</sup>	Pending application Serial No. 78/533,520 (FINAL Statement of Use due 05/16/2009)	Filing date: 12/16/2004	Mineral oils and lubricating oils for industrial purposes; base oils
SUNTHENE <sup>®</sup>	781,961	12/22/1964	Petroleum oil for plasticizing rubber

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Goods/Services</u>
SUNTHENE®	1,331,579	04/23/1985	Compositions containing petroleum oil for use as processing oils in the manufacture of textiles; cordage, adhesives, inks and carbon paper, wood-treating compounds, caulking and sealant compound, floor oils and sweeping compounds and other products
SUNTRANS™	Pending application Serial No. 78/690,875 (FINAL Statement of Use due 07/25/2009)	Filing date: 08/11/2005	Industrial oils
SUNWAX®	433,512	10/14/1947	Microcrystalline and crystalline petroleum wax and having a general use in industry
ULTRA-FINE®	1,765,525	04/20/93	Insecticide for domestic and agricultural use

**COMMON LAW MARKS - USA**

<u>Mark</u>	<u>Goods/Services</u>
Sun DCA™	Dust control agent – paraffinic process oil
Sun FCA™	Foam control agent – paraffinic process oil
SunCoat™	Process oil for coatings industry
Sun Wax™	Wax for curtain coating wax
Sun Wax Polyseal™	Wax for curtain coating wax

<u>Mark</u>	<u>Goods/Services</u>
Sun Wax Tightseal™	Cascading wax
Sunprint™	Process oil for printing industry
Sundex™	A plasticizer for rubber