

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
Cumberland Farms, Inc.		06/25/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Gulf Oil Limited Partnership
Street Address:	100 Crossing Boulevard
City:	Framingham
State/Country:	MASSACHUSETTS
Postal Code:	01702
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	650783	DIESELECT
Registration Number:	3433357	GULF
Registration Number:	610574	GULF
Registration Number:	621651	GULF
Registration Number:	624274	GULF
Registration Number:	624333	GULF
Registration Number:	623895	GULF
Registration Number:	610573	GULF
Registration Number:	621650	GULF
Registration Number:	632985	GULF
Registration Number:	997161	GULF
Registration Number:	995472	GULF
Registration Number:	3621100	GULF
Registration Number:	707989	GULF NO-RUST

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Registration Number:	938491	GULFCO
Registration Number:	1002489	GULFCREST
Registration Number:	318435	GULFCREST
Registration Number:	652958	GULFCROWN
Registration Number:	641269	GULFCUT
Registration Number:	621657	GULFLEX
Registration Number:	621652	GULFPRIDE
Registration Number:	663667	GULFWAY
Registration Number:	625732	HARMONY
Registration Number:	1030495	HARMONY
Registration Number:	766218	SAPPHIRE
Registration Number:	698848	SUPER-QUENCH
Registration Number:	774014	TRANSCREST
Serial Number:	77476536	GULF
Serial Number:	77477052	GULF
Serial Number:	77477075	GULF
Serial Number:	77476525	GULF

CORRESPONDENCE DATA

Fax Number: (212)408-2501
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-408-2500
Email: nytmdpt@bakerbotts.com
Correspondent Name: Baker Botts LLP
Address Line 1: 30 Rockefeller Plaza
Address Line 2: 44th Floor
Address Line 4: New York, NEW YORK 10112

ATTORNEY DOCKET NUMBER:	070286.0231 ET AL.
NAME OF SUBMITTER:	Marcia S. Woodall
Signature:	/Marcia S. Woodall/
Date:	07/19/2010

Total Attachments: 10

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ASSIGNMENT AND ASSUMPTION OF
TRADEMARK PURCHASE AND LICENSE AGREEMENT

This Assignment and Assumption of Trademark Purchase and License Agreement (“Assignment Agreement”) is entered into effective June 25, 2010, by and between Cumberland Farms, Inc. (“Cumberland”) and Gulf Oil Limited Partnership (“Gulf”).

WHEREAS, Chevron Intellectual Property LLC (“Chevron”) was the owner of certain intellectual property, including trademarks and domain names, relating to the “Gulf” brand (the “Marks”);

WHEREAS, by and through a Trademark Purchase and License Agreement dated as of January 11, 2010, as amended (the “Trademark Agreement”), a copy of which is attached hereto as Schedule 1, Chevron, together with Chevron U.S.A. Inc. (“CUSA”), conveyed all of their right, title, and interest in and to the Marks to Cumberland, subject to certain continuing obligations; and

WHEREAS, Cumberland desires to sell the Marks and assign the Trademark Agreement to Gulf and Gulf is desirous of acquiring the Marks and assuming all obligations under the Trademark Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Cumberland and Gulf hereby agree as follows:

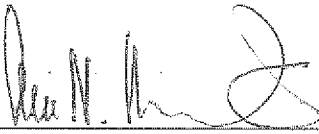
1. Cumberland hereby assigns, sells, and transfers unto Gulf all of its rights, title, and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and the Trademark Agreement, and Gulf hereby covenants to discharge the duties and obligations thereunder, including but not limited to the five annual payments set forth therein.

2. Upon execution of this Assignment Agreement, Gulf shall pay to Cumberland the sum of Thirty Five and 00/100 Million Dollars (USD \$35,000,000). Gulf shall also pay five annual One Million Dollar (USD \$1,000,000) payments directly to Chevron as set forth in Section 2 of the Trademark Agreement.

3. Gulf shall indemnify, defend and hold harmless Cumberland and its affiliates, directors, officers, employees, shareholders, members, managers, agents and representatives (the “Cumberland Parties”) from any and all liabilities, damages, losses, claims, causes of action, costs and expenses, of any kind or nature (including without limitation, reasonable attorneys’ fees and technical consultants’ fees and expenses), as they come due and amounts paid in judgment or settlement incurred or sustained by or asserted against the Cumberland Parties in any manner directly or indirectly arising out of or relating to any breach by Gulf, its employees, agents or subcontractors of any covenant or other agreement set forth in this Assignment Agreement or the Trademark Agreement, except for damages related to the sole negligence of Cumberland. The indemnification rights of the Cumberland entities will survive this Assignment Agreement and shall not in any way be altered, diminished or limited without agreement by Cumberland in writing prior to a claim being made.

4. In furtherance of this Assignment Agreement and the parties' understandings, rights and obligations herein, Cumberland and Gulf shall fully execute the trademark assignment document attached hereto and the parties further consent to the recordation of said fully-executed document with any governmental agency as may be required or reasonably deemed necessary to carry out the full force and effect of this Assignment Agreement.

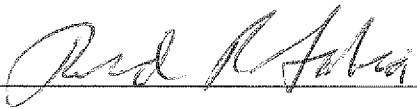
CUMBERLAND FARMS, INC.

By: 

Name: Ari N. Hascotes
Title: President and COO

GULF OIL LIMITED PARTNERSHIP

By: Gulf Acquisition LLC, its General Partner

By: 

Name: Ronald R. Sabia
Title: Manager, President, and COO

TRADEMARK

REEL: 004244 FRAME: 0325

ASSIGNMENT

WHEREAS, CUMBERLAND FARMS, INC., a corporation organized and existing under the laws of Delaware, and having a place of business at 100 Crossing Boulevard, Framingham, Massachusetts 01702 (hereinafter "ASSIGNOR"), is the owner of the United States trademark/service mark application(s) and registration(s), as well as domain names, identified in attached Exhibit A hereto, and

WHEREAS, GULF OIL LIMITED PARTNERSHIP, a limited partnership organized and existing under the laws of Delaware, and having a place of business at 100 Crossing Boulevard, Framingham, Massachusetts 01702 (hereinafter "ASSIGNEE"), is desirous of acquiring the trademark(s)/service mark(s) and domain names listed in attached Exhibit A, together with the goodwill of the mark(s); in the instance of any application(s) pending under Section 1(b) of the Trademark Act, then together with the portion of the ongoing and existing business to which the mark(s) pertain.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby assign unto ASSIGNEE all rights, title and interest in and to the trademark(s)/service mark(s) and domain names listed on the attached Exhibit A, together with the goodwill symbolized by the mark(s), and, if applicable, the portion of the ongoing and existing business to which the mark(s) pertain, and the registration(s)/application(s) and domain names listed on the attached Exhibit A.

CUMBERLAND FARMS, INC.

Date: June 25, 2010

By: 

Name: Ari N. Hascoates

Title: President + COO






Exhibit A





Gulf Trademarks, Common Law Marks, and Domain Names






See attached.

Gulf Trademarks

Jurisdiction	Mark	Goods/Services	Owner of Record	Serial No.	Registration No.	Status
Applications and Registrations						
United States	DIESLECT	Fuel oil.	Chevron Intellectual Property LLC ("Chevron IP LLC")	72/022,912	650,783	Registered
Puerto Rico	GULF	Automotive brake and transmission fluids, liquefied petroleum gas, and automotive anti-freeze and summer coolant.	Chevron IP LLC	19,212	19,212	Registered
Puerto Rico	GULF	Petroleum and its products, namely fuel oils, gasoline, kerosene, naphtha, lubricating oils and greases, technical and industrial oils and greases, technical and industrial oils and greases.	Chevron IP LLC	19,213	19,213	Registered
United States	GULF	Clothing, hats, caps, jackets and footwear.	Chevron IP LLC	78/961,017	3,433,357	Registered
United States	GULF	Automatic transmission fluid.	Chevron IP LLC	71/676,972	610,574	Registered
United States	GULF	Petroleum and its products—namely, fuel oil, gasoline, kerosene, naphtha, lubricating oils, motor oils, technical and industrial oils, petroleum waxes, and lubricating greases.	Chevron IP LLC	71/687,576	621,651	Registered
United States	GULF	Anti-freeze solution.	Chevron IP LLC	71/687,578	624,274	Registered

Jurisdiction	Mark	Goods/Services	Owner of Record	Serial No.	Registration No.	Status
United States		Industrial and technical oils and greases, namely, flushing and slushing oils, quenching oil, transformer oil, cutting oil, thread grinding oil, shock absorber oil, oil and grease for protecting metal and/or concrete surfaces, and metal roll and press oil.	Chevron IP LLC	71/687,577	624,333	Registered
United States		Industrial and technical oils and greases, namely, flushing and slushing oil, quenching oil, transformer oil, cutting oil, thread grinding oil, shock absorber oil, oil and grease for protecting metal and/or concrete surfaces, and metal roll and press oil.	Chevron IP LLC	71/687,560	623,895	Registered
Puerto Rico		Automotive brake and transmission fluids, liquefied petroleum gas, and automotive anti-freeze and summer coolant.	Chevron IP LLC	19,215	19,215	Registered
Puerto Rico		Petroleum and its products, namely fuel oils, gasoline, kerosene, naphtha, lubricating oils and greases, technical and industrial oils and greases.	Chevron IP LLC	19,216	19,216	Registered
United States		Automatic transmission fluid.	Chevron IP LLC	71/676,971	610,573	Registered

Jurisdiction	Mark	Goods/Services	Owner of Record	Serial No.	Registration No.	Status
United States		Petroleum and its products - namely, fuel oil, gasoline, kerosene, naphtha, lubricating oils, motor oils, lubricating oils for industrial use, petroleum coal and coke spraying oils, penetrating lubricating oils, electric motor oil, household lubricant, mineral waxes, lubricating greases and rubber lubricant.	Chevron IP LLC	71/687,539	621,650	Registered
United States		Anti-freeze solution.	Chevron IP LLC	71/687,563	632,985	Registered
United States		Extension of credit through the use of credit cards.	Chevron IP LLC	72/455,044	997,161	Registered
United States		U.S. Class 101: business services, namely, offering rewards for information leading to the arrest and conviction of persons stealing vehicles of travel club members; and arranging cash discounts for club members at hotels, motels, restaurants, theatres and other places of amusement. U.S. Class 102: financial services, namely providing emergency cash and financial assistance with legal fees for travel club members. U.S. Class 105: travel services, namely arranging travel tours, transportation and accommodations; organizing and arranging group travel; planning trips and vacations, and furnishing highway routing information.	Chevron IP LLC	72/463,216	995,472	Registered

Jurisdiction	Mark	Goods/Services	Owner of Record	Serial No.	Registration No.	Status
United States		Clothing, hats, caps, jackets and footwear.	Chevron IP LLC	78/973,890	3,621,100	Registered
United States		Glass lantern globes.	Chevron IP LLC	77/476,536		Pending
United States		Clothing, namely, shirts, t-shirts, jackets, caps, hats, knit shirts and sweatshirts.	Chevron IP LLC	77/477,052		Pending
United States		Toy tank trailer trucks, toy tow trucks, toy service stations and gas pumps, model kits for antique delivery vehicles, die-cast cars, trains and airplanes, and wooden toy train sets.	Chevron IP LLC	77/477,075		Pending
United States		Toy tank trailer trucks, toy tow trucks, toy service stations and gas pumps, model kits for antique delivery vehicles, die-cast cars, trains and airplanes, and wooden toy train sets.	Chevron IP LLC	77/476,525		Pending
United States	GULF NO-RUST	Soft-film petroleum compositions for corrosion protection of metals.	Chevron IP LLC	72/087,875	707,989	Registered
United States	GULFCO	Lubricating grease and oil.	Chevron IP LLC	72/408,383	938,491	Registered
Puerto Rico	GULFCREST	Motor fuel, namely gasoline.	Chevron IP LLC	19,157	19,157	Registered
United States	GULFCREST	Motor fuels-namely, gasoline.	Chevron IP LLC	73/023,042	1,002,489	Registered
United States	GULFCREST	Highly refined mineral lubricating oils.	Chevron IP LLC	71/352,615	318,435	Registered
United States	GULFCROWN	Industrial lubricating oils and greases.	Chevron IP LLC	72/022,914	652,958	Registered
United States	GULFCUT	Cutting oils.	Chevron IP LLC	72/009,264	641,269	Registered

Jurisdiction	Mark	Goods/Services	Owner of Record	Serial No.	Registration No.	Status
United States	GULFLEX	Lubricants, namely, lubricating oils and greases.	Chevron IP LLC	71/687,593	621,657	Registered
Puerto Rico	GULFPRIDE	Lubricating oils.	Chevron IP LLC	19,209	19,209	Registered
United States	GULFPRIDE	Lubricating oils.	Chevron IP LLC	71/687,583	621,652	Registered
United States	GULFWAY	Compound lubricating oils for application to slides, ways, bearings, and gears.	Chevron IP LLC	72/034,856	663,667	Registered
United States	HARMONY	Lubricating oils.	Chevron IP LLC	71/692,395	625,732	Registered
United States	HARMONY	Hydraulic fluids.	Chevron IP LLC	73/052,950	1,030,495	Registered
United States	SAPHIRE	Lubricating oils.	Chevron IP LLC	72/170,404	766,218	Registered
United States	SUPER-QUENCH	Quenching oils.	Chevron IP LLC	72/079,855	698,848	Registered
United States	TRANSCREST	Mineral oils primarily for use as a dielectric medium in transformers and other electrical equipment.	Chevron IP LLC	72/180,734	774,014	Registered
Common Law Marks						
United States	CARCARE					
United States	CRUISEMASTER					
United States	GOOD GULF					
United States	GULF ENDURANCE					
United States	GULFCARD					
United States	GULFLUBE					
United States	GULFTANE					
United States	LEGION					
United States	PARAMUD					
United States	PARATHEX					
United States	RAPID-SERVE					
United States	SENATE					

Domain Name	Next Renewal Date
buygulf.net	10/28/2011
buygulf.org	10/28/2011
gulf.us	04/23/2012
gulfus.com	09/16/2012
gulflube.com	03/28/2011
gulflube.net	03/28/2011
gulflube.org	03/28/2011
gulflubes.com	06/07/2012
gulflubes.net	06/07/2011
gulflubes.org	06/07/2011
gulflubricant.com	06/07/2012
gulflubricant.net	06/07/2012
gulflubricant.org	06/07/2011
guloil.org	03/23/2012
gulpro.net	10/29/2011
gulpro.org	10/28/2011