

TO: BREEN SULLIVAN COMPANY: 31 WEST 52ND STREET

TRADEMARK ASSIGNMENT

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Stylesheet Version v1.104/08/2011
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Getty Petroleum Marketing Inc.		02/28/2011	LIMITED LIABILITY COMPANY: Delaware
RECEIVING PARTY DATA			
Name:	LUKOIL North America LLC		
Street Address:	1500 Hempstead Turnpike		
City:	East Meadow		
State/Country:	NEW YORK		
Postal Code:	11554		
Entity Type:	LIMITED LIABILITY COMPANY: Delaware		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3303672	WE CARS	
Registration Number:	3308544	WE CARS	
Registration Number:	3234784	WE CARS	
Registration Number:	3276817	WE CARS	
Registration Number:	3424142	WE LOVE CARS	
Registration Number:	3366692	WE LOVE CARS	
Registration Number:	3366691	WE LOVE CARS	
Registration Number:	3366690	WE LOVE CARS	
CORRESPONDENCE DATA			
Fax Number:	(212)775-8800		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-884-8767		
Email:	nytrademarks@kilpatricktownsend.com		
Correspondent Name:	Breen Sullivan		

OP \$215.00 3303672

TO: BREEN SULLIVAN COMPANY: 31 WEST 52ND STREET

Address Line 1: 31 West 52nd Street	
Address Line 4: New York, NEW YORK 10019	
ATTORNEY DOCKET NUMBER:	65489.375893
NAME OF SUBMITTER:	Breen Sullivan
Signature:	/breen sullivan/
Date:	04/08/2011
Total Attachments: 4 source=gettyassign#page1.tif source=gettyassign#page2.tif source=gettyassign#page3.tif source=gettyassign#page4.tif	

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is made and entered into as of this 28th day of February, 2011, between Getty Petroleum Marketing Inc. ("Assignor"), and LUKOIL North America LLC ("Assignee").

WHEREAS, Assignor is the owner of various copyrights, trademarks, servicemarks, tradress, and designations, including but not limited to, the Trademarks described on Schedule A hereto (the "IP Assets");

WHEREAS, Assignor has agreed sell transfer and assign the IP Assets to Assignee and transfer all rights to the IP Assets, including but not limited to the Trademarks appearing in Schedule A, together with the goodwill established or associated with the IP Assets at the date of this Agreement (if any) directly to the Assignee; and

WHEREAS Assignor desires to transfer to Assignee and Assignee desires to accept from Assignor all of Assignor's right, title and interest in and to the IP Assets and to assume all of Assignor's obligations and liabilities related to the IP Assets pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Transfer. Assignor hereby unconditionally and irrevocably transfers, conveys, delivers and sets over to Assignee all of Assignor's right, title and interest in and to the Assets, without limitation, and all of the Assignor's obligations and liabilities of Assignor in connection with all of the IP Assets including all associated good will and the right to sue for past infringements.
2. Acceptance. Assignee hereby accepts this Agreement, the Assets and the rights and powers of Assignor in connection with therewith; and Assignee assumes the duties, obligations and liabilities of Assignor in connection with the IP Assets.
3. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Assignor and Assignee and their respective heirs, successors and assigns.
4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.
5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, without regard to its principles of conflicts of law.
6. Limitations. This Agreement is made without any representation or warranty, express or implied, including any implied representation or warranty under the Uniform Commercial Code.

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TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ASSIGNOR:

Getty Petroleum Marketing Inc.

By:  _____

Name: Vincent J. DeLaurentis

Title: President and COO

ASSIGNEE:

LUKOIL North America LLC

By:  _____

Name: Vincent J. DeLaurentis



Title: President and COO

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**Schedule A
To
Assignment Agreement**

<u>Registration No.</u>	<u>Class</u>	<u>Name of Trademark</u>	<u>Status</u>
Reg. No. 3303672	35		Registered
Reg. No. 3308544	37		Registered

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Reg. No. 3234784	04		Registered
Reg. No. 3276817	25		Registered
Reg. No. 3424142	25	WE LOVE CARS	Registered
Reg. No. 3366692	37	WE LOVE CARS	Registered
Reg. No. 3366691	04	WE LOVE CARS	Registered
Reg. No. 3366690	35	WE LOVE CARS	Registered