

## 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
JACK IN THE BOX EASTERN DIVISION L.P.		08/21/2009	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Chevron Intellectual Property LLC		
Street Address:	6001 Bollinger Canyon Road		
City:	San Ramon		
State/Country:	CALIFORNIA		
Postal Code:	94583		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2259414	QUICK STUFF	
Registration Number:	2232976	QUICK STUFF	
CORRESPONDENCE DATA			
Fax Number:	(925)842-2022		
Phone:	(925) 842-1550		
Email:	trademarks@chevron.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Chevron Corporation		
Address Line 1:	6001 Bollinger Canyon Road		
Address Line 4:	San Ramon, CALIFORNIA 94597		
ATTORNEY DOCKET NUMBER:	QUICK STUFF ASSIGNMENT		
NAME OF SUBMITTER:	Christopher J. Chaudoir - Senior Counsel		
Signature:	/christopher j. chaudoir/		

CH \$65.00 2259414

Date:

01/17/2012

**Total Attachments: 4**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Assignment") dated as of August 21, 2009, is between JACK IN THE BOX INC., a Delaware corporation and JACK IN THE BOX EASTERN DIVISION L.P., a Texas limited partnership (collectively, "Assignor"), and CHEVRON INTELLECTUAL PROPERTY LLC, a limited liability company incorporated in the State of Delaware ("Assignee").

A. Assignor and Assignee entered into that certain Purchase and Sale Agreement dated as of June 17, 2009 (the "Purchase Agreement"), pursuant to which Assignee agreed to, among other things, assign Assignor's right, title and interest in and obligations to and under the Quick Stuff Intellectual Property (as defined in the Purchase Agreement). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

NOW THEREFORE, In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee all of Assignor's right, title and interest in and to the Quick Stuff Intellectual Property. The Quick Stuff Intellectual Property includes but is not limited to the following trademarks and applications and registrations therefor, together with the associated goodwill symbolized thereby:

<u>Mark</u>	<u>Registration No. or Application No.</u>
QUICK STUFF	2,232,976
QUICK STUFF	2,259,414
JAVA FIX WORD DESIGN	2,899,111
JAVA FIX	2,237,728
Q	2,380,347
JAVA FIX CUP ON Q DESIGN	2,888,697

2. Assignee acknowledges that the Purchase Agreement provides for assignment of various Assets over a series of Conveyance Dates, and acknowledges that Assignor will continue to operate the combination motor fuel stations, convenience stores, and Jack In The Box restaurant known as QS# 7710, QS#7756, QS# 7767, QS# 7769, QS# 7790, QS# 7791 and any other QS Property that is not purchased pursuant to the Purchase Agreement (i.e. per Sections 4.4, 9.8, or 9.9 of the Purchase Agreement) (the "Retained Properties"). Assignor shall retain a license to use the Quick Stuff Intellectual Property (a) at the Retained Properties until Assignor sells the motor fuel and convenience store components of the Retained Properties to a third party that is not an Affiliate of Assignor, and (b) from the first Conveyance Date until the last Conveyance Date at the Assets not yet conveyed to Assignee, in each case in a manner consistent with and at the quality standards established by Assignor's past practice. This license shall expire upon the later to occur of (y) the conveyance of all the Assets, and (z) the conveyance of the motor fuel and convenience store components of all Retained Properties; however, in no instance shall the term of the license granted herein extend beyond December 31, 2010 unless Assignee and Assignor separately agree in writing to an extension thereof under terms and conditions that are set forth in that separate agreement.

3. In the event of any dispute between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision

contained herein, the losing party shall pay the sole prevailing party's costs and expenses of such dispute, including, without limitation, reasonable attorneys' fees and costs.

4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Assignor has secured the formal and fully executed release of any and all security interests, including but not limited to a security interest recorded in the U.S. Patent and Trademark Office in the name of Wachovia Bank, NA, and any other encumbrances in and to the Quick Stuff Intellectual Property and has recorded said releases in the U.S. Patent and Trademark Office and all other locations where said security interests and other encumbrances were recorded; alternatively, Assignor shall deliver said fully executed releases, including but not limited to a release for the above-referenced security interest recorded in the name of Wachovia Bank, NA, to Assignee for recordation prior to Assignee's recordation of this Assignment.

6. This Assignment shall be governed and construed in accordance with the laws of the State of California.

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

[Signature Page Follows]

Assignor and Assignee have executed this Assignment the day and year first above written.

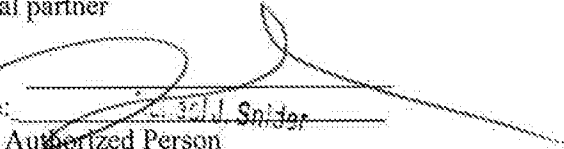
**ASSIGNOR:**

**JACK IN THE BOX INC.**

By:   
Name: J. Snider  
Its: Assistant Secretary

**JACK IN THE BOX EASTERN DIVISION L.P.,**

By: JBX General Partner LLC,  
a Delaware limited liability company,  
general partner

By:   
Name: J. Snider  
Title: Authorized Person

**ASSIGNEE:**

**CHEVRON INTELLECTUAL PROPERTY LLC**

By: \_\_\_\_\_  
Name: Hongyan Xun  
Its: Assistant Secretary

Assignor and Assignee have executed this Assignment the day and year first above written.

ASSIGNOR:

JACK IN THE BOX INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_


JACK IN THE BOX EASTERN DIVISION L.P.,

By: JBX General Partner LLC,  
a Delaware limited liability company,  
general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Person

ASSIGNEE:

CHEVRON INTELLECTUAL PROPERTY LLC

By:   
Name: Hongyan Xin  
Its: Assistant Secretary