

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		09/08/2012	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Philadelphia Energy Solutions Refining and Marketing LLC		
<b>Street Address:</b>	3143 W. Passyunk Avenue		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19145		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85428588	SUNOCO	
<b>Serial Number:</b>	85428610	SUNOCO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	lburke@velaw.com		
<b>Correspondent Name:</b>	Lavonne Burke		
<b>Address Line 1:</b>	1001 Fannin, Ste. 2500		
<b>Address Line 2:</b>	Vinson & Elkins LLP		
<b>Address Line 4:</b>	Houston, TEXAS 77584		
<b>ATTORNEY DOCKET NUMBER:</b>	CAR148-10008		
<b>NAME OF SUBMITTER:</b>	Lavonne Burke		
<b>Signature:</b>	Lavonne Burke //s//		

CH \$65.00 85428588

Date:

10/02/2012

**Total Attachments: 5**

source=PES-Sunoco - IP assignment re TM (Execution Version)#page1.tif

source=PES-Sunoco - IP assignment re TM (Execution Version)#page2.tif

source=PES-Sunoco - IP assignment re TM (Execution Version)#page3.tif

source=PES-Sunoco - IP assignment re TM (Execution Version)#page4.tif

source=PES-Sunoco - IP assignment re TM (Execution Version)#page5.tif

## TRADEMARK - INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "IP Assignment") is dated as of September 8, 2012, and is made by Sunmarks, LLC, a Delaware limited liability company (the "Assignor"), and Philadelphia Energy Solutions Refining and Marketing LLC, a Delaware limited liability company ("Assignee"), the purchaser of certain assets of the Assignor pursuant to a Contribution Agreement dated July 2, 2102, by and between Assignee, the Assignor and other parties identified therein (the "Contribution Agreement").

Under the terms of the Contribution Agreement, the Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of the Assignor, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

The parties hereto agree as follows:

**1. Assignment.** In consideration for the execution of the Contribution Agreement, the payment of the consideration stipulated in the Contribution Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's rights, titles, and interests in and to the following (the "Assigned IP"):

(a) the trademark applications set forth in Schedule 1 hereto, including the SUNOCO trademark and the SUNOCO Diamond and Arrow logo depicted in such applications and the common law rights with respect thereto under United States law for use in the Refinery Field of Use (as defined below), together with the goodwill connected with the use of and symbolized thereby (the "Trademarks") (as used herein, "Refinery Field of Use" means the fuel and oil refinery services; refinement of fuel materials; and blending of crude oil and synthetic oils; in each case, sold to the wholesale market; but expressly excluding Sunoco, Inc's retail and branded marketing business and wholesale rack gasoline and distillate business (even to the extent previously conducted in connection with the Refinery (as defined in the Contribution Agreement)));

(b) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(c) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

**2. Recordation and Further Actions.** The Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this IP Assignment upon request by Assignee. The Assignor shall take such steps and actions following the date hereof, including the execution of any documents or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto.

3. **Terms of the Contribution Agreement.** The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

4. **Signatures; Counterparts.** This IP Assignment may be executed by facsimile or other electronic signature by any party and such signature will be deemed to be binding for all purposes hereof, without delivery of an original signature being thereafter required. This IP Assignment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

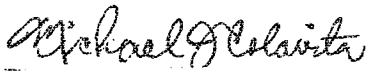
5. **Successors and Assigns.** This IP Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Choice of Law.** This IP Assignment shall be interpreted and construed in accordance with the laws of the State of New York, without giving effect to principles of conflicts of laws or principles that might refer the governance or construction of this IP Assignment to the law of another jurisdiction.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Assignor has duly executed and delivered this IP Assignment as of the date first above written.

SUNMARKS, LLC

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

AGREED TO AND ACCEPTED:

PHILADELPHIA ENERGY SOLUTIONS REFINING AND MARKETING LLC

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

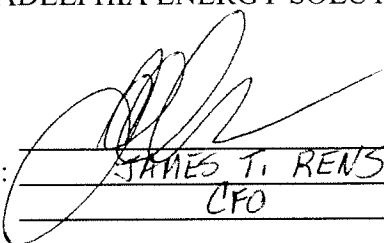
IN WITNESS WHEREOF, the Assignor has duly executed and delivered this IP Assignment as of the date first above written.

SUNMARKS, LLC

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

AGREED TO AND ACCEPTED:

PHILADELPHIA ENERGY SOLUTIONS REFINING AND MARKETING LLC

By:   
Name: JAMES T. RENS  
Title: CFO

Signature Page to  
Intellectual Property Assignment Agreement (Trademarks)