

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310147

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hess Corporation		05/21/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Hess Retail Operations, LLC		
Street Address:	One Hess Plaza		
City:	Woodbridge		
State/Country:	NEW JERSEY		
Postal Code:	07095		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2147715	GOLD RING TOBACCO SHOP	
Registration Number:	2169269	MOUNTAIN TOP COFFEE SHOP	
Registration Number:	2742379	THE ULTIMATE FROZEN BEVERAGE EXPERIENCE	
Registration Number:	3441626	GOOD TO GO	
Registration Number:	4499793	GOOD JOE	
Registration Number:	3110808		
Serial Number:	86017204	GOOD JOE	
CORRESPONDENCE DATA			
Fax Number:	2124466460		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2124464800		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	Attn: Hayley Smith Sr. Legal Assistant		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	15319-1 (HS)		
NAME OF SUBMITTER:	Hayley Smith		
SIGNATURE:	//Hayley Smith//		

CH \$190.00 2147715

DATE SIGNED:	07/09/2014
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Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Assignment"), dated as of May 21, 2014 ("Effective Date"), is made and entered into by HESS CORPORATION, a Delaware corporation ("Assignor") and HESS RETAIL OPERATIONS, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH

WHEREAS, in connection with certain internal re-organizations, certain assets of Assignor are being assigned to Assignee, including the Trademarks (as defined below); and

WHEREAS, pursuant to this Assignment, Assignor desires to assign to Assignee all of the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows.

1. Assignor hereby irrevocably conveys, assigns, transfers and delivers to Assignee all of its right, title and interest in and to the trademark registrations and trademark applications set forth on Schedule 1, together with all of the goodwill associated therewith (collectively, the "Trademarks") and all (i) income, royalties, damages and payments accrued, due or payable as of the Effective Date or thereafter (including damages and payments for past, present or future infringements thereof), (ii) the right to sue and recover for past infringements thereof, and (iii) any and all corresponding rights that, now or hereafter, may be secured throughout the world).

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any equivalent authority, entity or agency or registrar to record Assignee as the assignee and owner of the Trademarks.

3. This Assignment, and all claims, disputes, controversies or causes of action (whether in contract, tort, equity or otherwise) that may be based upon, arise out of or relate to this Assignment (including any Schedule hereto) or the negotiation, execution or performance of this Assignment, shall be governed by and construed in accordance with the internal laws, and not the laws governing conflicts of laws (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law), of the State of New York.

4. This Assignment and any signed agreement or instrument entered into in connection with this Assignment, and any amendments hereto or thereto, may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail (any such delivery, an "Electronic Delivery") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto or thereto shall re-execute the original form of this Assignment and deliver such form to the other party. No party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or

agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

5. None of the representations, warranties, covenants, obligations and agreements contained in this Assignment shall survive the consummation of the transactions contemplated by this Assignment. No claim under this Assignment may be asserted or pursued against Assignor by Assignee or any of its Affiliates from and after such time as such party ceases to be controlled by Assignor.

[The remainder of this page left intentionally blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

HESS CORPORATION

By: 

Name: Nicholas P. Przeworski

Title: Vice President

HESS RETAIL OPERATIONS LLC

By: 

Name: Andrew Bolin

Title: Vice President

Schedule 1

Trademark	Reg. No.	Application No.	Reg/App Date	Status
GOLD RING TOBACCO SHOP & DESIGN	2147715	75/270914	3/31/1998	Registered
MOUNTAIN TOP COFFEE SHOP & DESIGN	2169269	75/261203	6/30/1998	Registered
THE ULTIMATE FROZEN BEVERAGE EXPERIENCE	2742379	75/714378	7/29/2003	Registered
GOOD TO GO	3441626	77/090322	6/3/2008	Registered
GOOD JOE	34499793	86/017192	3/18/2014	Registered
STATION Design	3110808	76/402417	7/4/2006	Registered
GOOD JOE (Stylized) & Design		86/017204	7/23/2013	Pending