

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382140

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atlantic Refining & Marketing Corp.		04/27/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Sunoco Retail LLC		
Street Address:	3801 West Chester Pike		
Internal Address:	NW-131		
City:	Newtown Square		
State/Country:	PENNSYLVANIA		
Postal Code:	19073		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1867827	A PLUS EXPRESS	
Registration Number:	1843340	APLUS	
Registration Number:	1760205	APLUS	
Registration Number:	2419068	A PLUS	
Registration Number:	2471154	APLUS	
Registration Number:	4446193	APLUS	
Registration Number:	2419073	A PLUS EXPRESS	
Registration Number:	2419067	APLUS EXPRESS	
Registration Number:	2009870	CHILL EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	6106401965		
<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:	610-640-5800		
Email:	trademarks@stradley.com		
Correspondent Name:	Stradley Ronon Stevens & Young LLP		
Address Line 1:	30 Valley Stream Parkway		
Address Line 4:	Malvern, PENNSYLVANIA 19355		

CH \$240.00 1867827

ATTORNEY DOCKET NUMBER:	184753-9030
NAME OF SUBMITTER:	Elizabeth M. O'Donoghue
SIGNATURE:	/elizabeth m. o'donoghue/
DATE SIGNED:	04/27/2016
Total Attachments: 3 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), is made and entered into on April 27, 2016, and effective as of January 1, 2016 (the "Effective Date"), by and between Atlantic Refining & Marketing Corp., a Delaware corporation ("Assignor") and Sunoco Retail LLC, a Pennsylvania limited liability company ("Assignee").

WHEREAS, Assignor is the sole owner of the trademarks identified and set forth on Schedule A (the "Transferred Trademarks");

WHEREAS, pursuant to the Contribution Agreement by and among Assignor, Assignee, ETP Retail Holdings, LLC, and Sunoco, Inc. (R&M), dated as of March 31, 2016, and that certain Side Letter Agreement by and between Assignor and Assignee dated as of April 20, 2016, Assignor has agreed to contribute, assign, transfer, convey, grant, and deliver to Assignee all of Assignor's right, title, and interest in, to, and under the Transferred Trademarks; and

WHEREAS, Assignee has agreed to accept from Assignor all of its right, title, and interest in, to, and under the Transferred Trademarks.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in this document), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

As of the Effective Date, Assignor hereby contributes, assigns, transfers, conveys, grants, and delivers to Assignee all of Assignor's respective right, title, and interest in, to, and under the Transferred Trademarks, together with the goodwill associated therewith, including all registrations, applications, and common law rights therefor in the United States, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties, or payments due or payable as of the time of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Transferred Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Director of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the Transferred Trademarks to Assignee as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Transferred Trademarks.

Assignor covenants and agrees that it will, upon the reasonable request of Assignee, execute and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to perfect the assignment, conveyance, and transfer of the Transferred Trademarks hereunder.

This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreements made and to be performed entirely within such Commonwealth, without regard to the conflicts of law principles of such Commonwealth.

This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR

ATLANTIC REFINING & MARKETING CORP.

By: 
Name: Robert W. Owens
Title: President





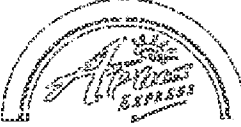
ASSIGNEE

SUNOCO RETAIL LLC

By: 
Name: Robert W. Owens
Title: President and Chief Executive Officer

SCHEDULE A

TRANSFERRED TRADEMARKS

Mark:	Goods & Services:	Serial No./ Filing Date:	Reg. No./ Reg. Date:
A PLUS EXPRESS	Retail convenience store services, in International Class (IC) 42.	74/250,574 February 28, 1992	1,867,827 December 13, 1994
APLUS	Retail convenience store services, in IC 42.	74/435,903 September 14, 1993	1,843,340 July 5, 1994
APLUS	Rendering technical assistance in the establishment and/or operation of convenience retail food stores in service stations, in IC 35.	74/298,746 July 28, 1992	1,760,205 March 23, 1993
	Retail convenience store services; rendering technical assistance in the establishment and operation of convenience retail food stores in service stations, in IC 35.	75/857,401 November 24, 1999	2,419,068 January 9, 2001
 (in color)	Retail convenience store services; rendering technical assistance in the establishment and operation of convenience retail food stores in service stations, in IC 35.	75/857,468 November 24, 1999	2,471,154 July 24, 2001
	Retail convenience store services; rendering technical assistance, namely, business management advisory services relating to franchising in the establishment and operation of convenience retail food stores in service stations, in IC 35.	85/737,759 September 25, 2013	4,446,193 December 10, 2013
	Retail convenience store services; rendering technical assistance in the establishment and operation of convenience retail food stores in service stations, in IC 35.	75/858,055 November 24, 1999	2,419,073 January 9, 2001
	Retail convenience store services; rendering technical assistance in the establishment and operation of convenience retail food stores in service stations, in IC 35.	75/857,123 November 24, 1999	2,419,067 January 9, 2001
CHILL EXPRESS	Soft drinks for consumption on or off the premises, in IC 32.	74/721,413 August 28, 1995	2,009,870 October 22, 1996