

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM403293

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Delek US Holdings, Inc.		10/21/2016	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mapco Express, Inc.		
<b>Street Address:</b>	7102 Commerce Way		
<b>City:</b>	Brentwood		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37027		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3374682	MAPCO	
<b>Registration Number:</b>	1626308	MAPCO EXPRESS	
<b>Registration Number:</b>	1979238	GUARANTEED RIGHT! MAPCO EXPRESS	
<b>Registration Number:</b>	1813924	CAFE EXPRESS FINEST COFFEE IN TOWN MAPCO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6152483019		
<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>			
<b>Phone:</b>	615-252-3567		
<b>Email:</b>	kparsons@bradley.com		
<b>Correspondent Name:</b>	Kim N. Parsons		
<b>Address Line 1:</b>	1600 Division Street, Suite 1600		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37203		
<b>ATTORNEY DOCKET NUMBER:</b>	206095-301007		
<b>NAME OF SUBMITTER:</b>	Kim N. Parsons		
<b>SIGNATURE:</b>	/Kim N. Parsons/		
<b>DATE SIGNED:</b>	10/26/2016		
<b>Total Attachments: 4</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Agreement"), effective as of October 21, 2016 ("Effective Date"), is by and among Delek US Holdings, Inc., a Delaware corporation ("Assignor") and Mapco Express, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of those certain trademark registrations and applications identified on Schedule A attached hereto ("Assigned Trademarks");

WHEREAS, Assignor and Williams Express, Inc., a Texas corporation and the predecessor of Assignee ("Williams"), (i) entered into a Trade Name and Trade Mark License Agreement, dated May 30, 2001 (the "Trademark License"), pursuant to which, among other things, upon the terms and subject to the conditions set forth therein, Williams granted to Assignor a perpetual, fully paid-up, exclusive license under the Licensed Property (as defined in the Trademark License) and (ii) on August 15, 2005, Williams and Assignor entered into that certain Trademark and Domain Name Assignment whereby Williams irrevocably sold, assigned and transferred to Assignor the trade name and trademark MAPCO, including derivative marks, and composite marks and variations incorporating the term MAPCO and the domain name mapcoexpress.com;

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to accept, all of Assignor's right, title, and interest in and to the Assigned Trademarks and under the Trademark License.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

1. Definitions. Terms not defined in this Agreement shall have the meanings ascribed to them in that certain Equity Purchase Agreement dated as of August 27, 2016, by and among Assignor, Copec Inc. and Compañía de Petróleos de Chile COPEC S.A.

2. Conveyance and Acceptance of Assigned Trademarks. Assignor hereby sells, transfers, assigns and delivers to Assignee, free and clear of all Liens, other than Permitted Asset Liens, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Trademarks, for all countries worldwide, including without limitation, any registrations and applications therefor, any renewals of the registrations, and all other corresponding rights that are or may be secured under the laws of any country or jurisdiction, now or hereafter in effect, and the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks, 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 Agreement had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, and including, without limitation, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Trademarks and of this Agreement, and the right to initiate other proceedings before all Governmental Authorities with respect to such Assigned Trademarks.

3. Assignment of Trademark License. Effective as of the Effective Date, and pursuant to section 21 of the Trademark License, Assignor hereby irrevocably transfers, assigns, conveys and delivers to Assignee its entire right, title and interest in the Trademark License, including the license granted thereunder, all rights and obligations of Assignor thereunder, all rights to bring a claim related thereto, all rights to damages, royalties, or other relief thereunder, and all tangible embodiments thereof, and Assignee hereby accepts and agrees to such transfer, assignment, conveyance and delivery. Assignee hereby assumes from Assignor all of the liabilities that it receives in the Trademark License.

4. Recordation. Assignor hereby authorizes and requests that the Commissioner for Trademarks, and any other sovereign official holding a corresponding position of authority in any other state or country, record this Agreement. Assignor will take such actions as may be reasonably necessary to carry out the purposes and intents of this Agreement.

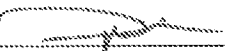
5. Counterparts. This Agreement may be executed by facsimile signatures and in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

*[Remainder of the page intentionally left blank]*

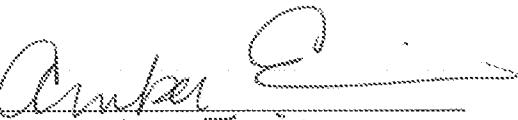
IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the date first written above.

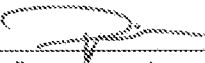
DELEK US HOLDINGS, INC.

By:   
Name: Amber Ervin  
Title: VP

By:   
Name: Danny C. Norris  
Title: VP

MAPCO EXPRESS, INC.

By:   
Name: Amber Ervin  
Title: VP

By:   
Name: Danny C. Norris  
Title: VP

SCHEDULE A

Assigned Trademarks

Trademark	Classes	Jurisdiction	Appl. Date	Reg. Date	Reg. No.	Status
MAPCO	35	USA	10/23/2006	1/29/2008	3374682	Active
MAPCO EXPRESS & design	37, 42	USA	3/26/1990	12/4/1990	1626308	Active
GUARANTEED RIGHT! MAPCO EXPRESS & design	37, 42	USA	9/30/94	6/11/96	1979238	Abandoned
CAFE EXPRESS FINEST COFFEE IN TOWN MAPCO	30	USA	12/28/92	12/28/93	1813924	Abandoned