

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM579097

<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>
Valero Marketing and Supply Company		04/30/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PetroPlus, LLC		
<b>Street Address:</b>	5101 Northshore Lane		
<b>City:</b>	North Little Rock		
<b>State/Country:</b>	ARKANSAS		
<b>Postal Code:</b>	72118		
<b>Entity Type:</b>	Limited Liability Company: ARKANSAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1115028	ROAD RUNNER	
<b>Registration Number:</b>	0968917	ROAD RUNNER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5124572100		
<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>	5124572018		
<b>Email:</b>	emolson@kslaw.com		
<b>Correspondent Name:</b>	Richard J. Groos		
<b>Address Line 1:</b>	500 West 2nd Street, Suite 1800		
<b>Address Line 4:</b>	Austin, TEXAS 78701		
<b>NAME OF SUBMITTER:</b>	Richard J. Groos		
<b>SIGNATURE:</b>	/Richard J. Groos/		
<b>DATE SIGNED:</b>	06/02/2020		
<b>Total Attachments: 3</b>			
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TRADEMARK ASSIGNMENT

WHEREAS, **Valero Marketing and Supply Company**, a Delaware corporation, with its principal place of business at One Valero Way, San Antonio, Texas 78249, United States of America ("Assignor") is the owner of trademarks and trademark registrations identified in Exhibit A, attached hereto and incorporated herein for all purposes, and the goodwill associated with the trademarks therewith; and any right to recover for past and future infringement thereof and other past and future injury thereto (collectively, "the Trademarks"), and

WHEREAS, **PetroPlus, LLC**, a Arkansas limited liability company, with its principal place of business at 5101 Northshore Lane, North Little Rock, AR 72118 ("Assignee"), is desirous of acquiring the entire right, title and interest in and to the Trademarks, and in and to any renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith and any right to recover for future infringement thereof and other future injury thereto, all of which Assignor desires to transfer and assign to Assignee;

NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, upon the conditions and terms herein, does hereby assign unto Assignee, all of Assignor's right, title, and interest in and to the Trademarks and in and to any renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith and any right to recover for future infringement thereof and other future injury thereto.

THE TRADEMARKS ASSIGNED HEREBY ARE ASSIGNED "AS IS," "WHERE IS" AND ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AS TO THE TRADEMARKS' MERCHANTABILITY, MARKETABILITY, CONDITION, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE. THIS INSTRUMENT SHALL GOVERN IN THE EVENT OF ANY CONFLICT BETWEEN IT AND ANY PRIOR OR CONTEMPORANEOUS REPRESENTATION, DOCUMENT OR AGREEMENT MADE OR EXECUTED BY ASSIGNOR OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES.

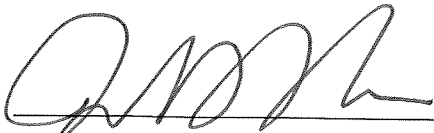
Assignor hereby represents and warrants that Assignor is the lawful owner of said Trademarks and that Assignor has full legal right, power, and authority to sell said Trademarks. Assignor further warrants said Trademarks to be free of all encumbrances, liens, security agreements, claims, demands, and charges of every kind whatsoever and will warrant and defend the title to said Trademarks against any and all persons whomsoever; excepting those encumbrances arising out of Assignee. Notwithstanding the foregoing, Assignee acknowledges that Assignor had previously licensed the use of the Trademarks to other entities ("Prior Licensed Users"). While Assignor believes no license is still in effect. Assignee agrees to work with Assignor to terminate any such Prior Licensed Users from maintaining use of the Trademarks.

In connection with this Trademark Assignment, each party to this Trademark Assignment will execute and deliver any additional documents and perform any additional acts that may be necessary or appropriate to effectuate and perform its obligations under this assignment contemplated hereby.

DATED to be effective April 30, 2020.

ASSIGNEE:

**PetroPlus, LLC**

By:   
Name: President JOAND HARRIS  
Title: President

ASSIGNOR:

**Valero Marketing and Supply Company**

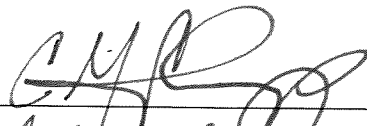
By:   
Name: Craig M. Scholupp  
Title: VP, U.S. Wholesale Marketing

Exhibit A

Trademarks:

- 1) Word Mark: ROAD RUNNER  
U.S. Registration No. 1115028  
Class 042: Retail food and beverage store services
- 2) Word Mark: ROAD RUNNER  
U.S. Registration No. 0968917  
Class 037: Service station services