

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM583762

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SINCLAIR FINANCE COMPANY		12/31/2019	Corporation: WYOMING

**RECEIVING PARTY DATA**

<b>Name:</b>	SINCLAIR OIL CORPORATION
<b>Street Address:</b>	P.O. Box 30825
<b>Internal Address:</b>	550 East South Temple
<b>City:</b>	Salt Lake City
<b>State/Country:</b>	UTAH
<b>Postal Code:</b>	84130
<b>Entity Type:</b>	Corporation: WYOMING

**PROPERTY NUMBERS Total: 61**

Property Type	Number	Word Mark
Registration Number:	2940675	DYNO-TECH
Registration Number:	2764247	SINCLAIR HEALTH SERVICES
Registration Number:	2190952	
Registration Number:	1670693	
Registration Number:	1102967	
Registration Number:	1103204	
Registration Number:	1337183	
Registration Number:	0870641	DRIVE WITH CARE AND BUY SINCLAIR
Registration Number:	0695176	SINCLAIR
Registration Number:	0691905	SINCLAIR
Registration Number:	0691904	SINCLAIR
Registration Number:	0854891	SINCLAIR
Registration Number:	0827609	SINCLAIR
Registration Number:	0779741	DINO
Registration Number:	3342662	ARCTIC FIRE
Registration Number:	1006206	SINCLAIR
Registration Number:	1006485	SINCLAIR
Registration Number:	0712302	SINCLAIR

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3243515	FLEET TRACK
Registration Number:	3541772	DINO LUBE
Registration Number:	3730108	SINCLAIR AIRCRAFT
Registration Number:	3961680	WE'RE ABOUT AS AMERICAN AS IT GETS
Registration Number:	3562631	SINCLAIR WE'RE ABOUT AS AMERICAN AS IT G
Registration Number:	3803672	SINCLAIR FLEET TRACK
Registration Number:	3944663	SINCLAIR GOLD TRUCK STOPS
Registration Number:	4779740	DINO MART
Registration Number:	4685171	AMERICA'S HOMETOWN FILL UP
Registration Number:	4580892	
Registration Number:	4580932	
Registration Number:	4580931	SINCLAIR
Registration Number:	4580955	
Registration Number:	5481470	
Registration Number:	4694873	SINCLAIR
Registration Number:	5080216	
Registration Number:	5080217	SINCLAIR
Registration Number:	5080218	SINCLAIR SINCLAIR
Registration Number:	5080208	SINCLAIR
Registration Number:	5080209	
Registration Number:	5163756	SINCLAIR
Registration Number:	4823193	
Registration Number:	4691333	SINCLAIR
Registration Number:	4823311	
Registration Number:	4969343	DINOCARE
Serial Number:	86707564	DINO
Registration Number:	5612310	DINO
Registration Number:	5498334	DINO
Serial Number:	86979380	DINO
Registration Number:	5302154	DINOPAY
Registration Number:	5307216	DINO CREDIT
Serial Number:	86838485	DINO
Registration Number:	5670753	
Registration Number:	5822067	
Serial Number:	86838519	DINO
Serial Number:	86838566	DINO
Registration Number:	5697665	
Serial Number:	86850008	

Property Type	Number	Word Mark
Registration Number:	5675604	
Serial Number:	86850045	
Registration Number:	5650003	SINCLAIR
Registration Number:	5482313	SINCLAIR
Registration Number:	5602222	

**CORRESPONDENCE DATA**

Fax Number: 8013281707  
*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.*  
Phone: 8015339800  
Email: reller@wnlaw.com  
Correspondent Name: WORKMAN NYDEGGER/JOHN C. STRINGHAM  
Address Line 1: 60 East South Temple #1000  
Address Line 4: Salt Lake City, UTAH 84111

NAME OF SUBMITTER:	JOHN C. STRINGHAM
SIGNATURE:	/JOHN C. STRINGHAM/
DATE SIGNED:	06/30/2020

**Total Attachments: 11**  
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## Trademark Assignment Agreement

This Trademark Assignment Agreement (this "*Assignment*"), dated as of December 31, 2019 (the "*Effective Date*") is entered into between Sinclair Finance Company, a Wyoming corporation ("*Assignor*") and Sinclair Oil Corporation, a Wyoming corporation ("*Assignee*"). Each of the parties to this Assignment is sometimes referred to individually in this Assignment as a "*Party*," and all of the parties to this Assignment are sometimes collectively referred to in this Assignment as the "*Parties*."

The Assignor and Assignee, along with The Sinclair Companies and Sinclair Transportation Company, have entered into that certain Reorganization Agreement dated as of December 31, 2019 (the "*Reorganization Agreement*").

Pursuant to the Reorganization Agreement, the Assignor has agreed to assign to the Assignee all right, title and interest in and to the Intellectual Property Assets (as defined below), and the Assignee has agreed to acquire all right, title and interest in and to the Intellectual Property Assets.

In consideration of the mutual promises herein contained and other good and valuable consideration (including the consideration as set forth in the Reorganization Agreement), the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used in this Assignment but not defined in this Assignment have the meaning ascribed to them in the Reorganization Agreement:

a. "*Business*" means the collective businesses, each as presently conducted and as proposed to be conducted, of Assignee, Sinclair Services Company, Wyoming Renewable Diesel Company LLC, Sinclair Casper Refining Company, Sinclair Wyoming Refining Company, Sinclair Tulsa Refining Company, Sinclair Transportation Company, Sinclair Trucking Company, Sinclair Marketing, Inc., Sinclair Crude Company, and Sinclair Logistics LLC.

b. "*Intellectual Property Assets*" means all Trademarks owned by Assignor related to the Business, including the Trademarks listed on Schedule I hereto.

c. "*Trademarks*" means any and all proprietary, industrial and intellectual property rights, under the law of any jurisdiction or rights under international treaties, both statutory and common law rights, in registered and unregistered trademarks, trade names, trade dress, service marks, brand names, logos, and other indicia of source, worldwide, and registrations and applications for registration thereof, and their associated goodwill.

2. Construction. In this Assignment, unless a clear contrary intention appears: (a) the singular includes the plural and vice versa; (b) reference to a person or entity includes such person's or entity's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Assignment, and reference to a Person in a particular capacity excludes such Person in any other capacity; (c) references to any Schedule, Section, subsection

and other subdivision refer to the corresponding Schedules, Sections, subsections and other subdivisions of this Assignment unless expressly provided otherwise; (d) references in any Section or definition to any clause means such clause of such Section or definition; (e) "hereunder," "hereof," "hereto" and words of similar import are references to this Assignment as a whole and not to any particular provision of this Assignment; (f) the word "or" is not exclusive, and the word "including" (in its various forms) means "including without limitation"; (g) references to "days" are to calendar days; and (h) all references to money refer to the lawful currency of the United States. The Section titles and headings in this Assignment are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this Assignment.

3. Assignment. The Assignor hereby, absolutely and unconditionally, conveys, sells, assigns, transfers, grants and sets over unto the Assignee, all worldwide rights, title and interest and benefit in and to the Intellectual Property Assets, together the right to all past, present and future income, royalties, damages and payments due with respect to the foregoing and all rights of action, both at law and in equity with respect thereto, including all rights to sue, settle any claims, and collect all damages for any past, present, or future infringement or misappropriation of the Intellectual Property Assets, including the goodwill of the businesses connected to the use of any of the Intellectual Property Assets, the same to be held and enjoyed by the Assignee, its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by the Assignor if this sale had not been made and the Assignee does hereby accept such sale, assignment, transfer, grant, conveyance and set over.

4. Recordation. The Assignor authorizes and requests the U.S. Patent and Trademark Office, or any foreign equivalent thereto, and any other Governmental Body to record the Assignee, including any of its successors and designees, as owner of the Intellectual Property Assets and of the entire title and interest in, to and under the same, for the use and enjoyment of the Assignee, its successors, assigns and other legal representatives. 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 Intellectual Property Assets is properly assigned to the Assignee, or any assignee or successor thereto.

5. Cooperation. The Assignor hereby covenants and agrees that Assignor will communicate to the Assignee, its successors, legal representatives and assigns, any material facts (including information relating to use or non-use, enforceability, or infringement of the Intellectual Property Assets) known to the Assignor with respect to the Intellectual Property Assets and testify in any legal proceeding, sign all lawful papers, execute all applications (including, but not limited to, powers of attorney, specific assignments, transfers and assurances), make all rightful oaths and use reasonable best efforts at the request of the Assignee to aid the Assignee, its successors, legal representatives and assigns in obtaining and enforcing protection for the Intellectual Property Assets and in enjoying the full benefits thereof.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Wyoming without giving effect to any choice or conflict of law provision or rule (whether of Wyoming or any other jurisdiction).

7. Amendment, Modification and Waiver. None of the provisions of this Assignment may be waived, changed, supplemented or altered except in a signed writing by the party against whom enforcement of the same is sought. No waiver of any provision of this Assignment shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

8. Interpretation. In the event that one or more provisions contained in this Assignment shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

9. Successor and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

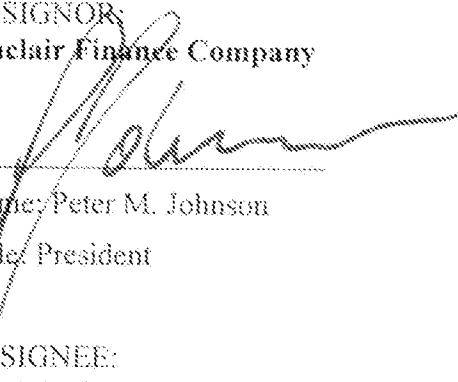
10. Entire Assignment. This Assignment, together with the Reorganization Agreement, constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof. In the event of a conflict or inconsistencies between the terms and conditions of this Assignment and the Reorganization Agreement, the terms and conditions of the Reorganization Agreement shall control.

11. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

*[Signature page follows.]*

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

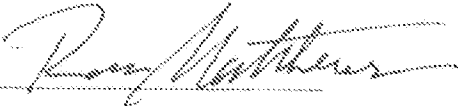
ASSIGNOR:  
Sinclair Finance Company

By  \_\_\_\_\_

Name: Peter M. Johnson

Title: President







ASSIGNEE:  
Sinclair Oil Corporation

By  \_\_\_\_\_

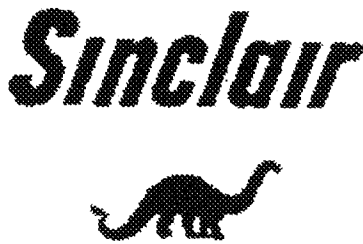




Name: Ross B. Matthews






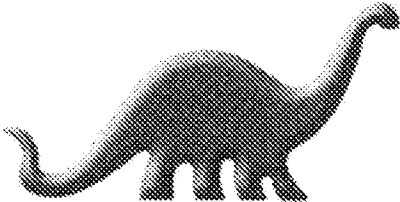
Title: Chief Executive Officer


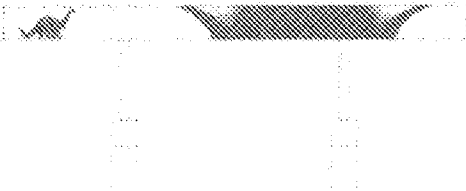



Schedule 1  
Trademarks





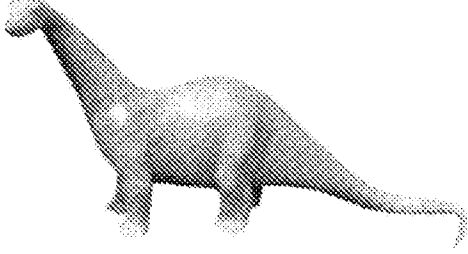
Jurisdiction	Serial No.	Registration No.	Mark
U.S.	78167568	2940675	DYNO-TECH
U.S.	78138327	2764247	SINCLAIR HEALTH SERVICES
U.S.	75348368	2190952	
U.S.	74150283	1670693	
U.S.	73156261	1102967	
U.S.	73156259	1103204	
U.S.	73502555	1337183	<small>SERVICE MARK REGISTERED</small> 
U.S.	72278828	0870641	DRIVE WITH CARE AND BUY SINCLAIR
U.S.	72076120	0695176	

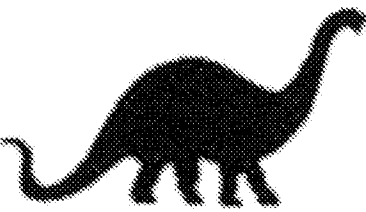
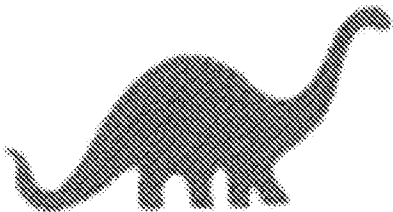
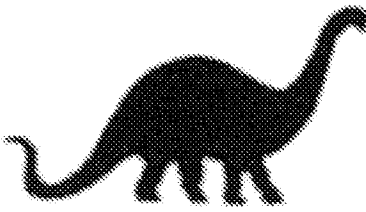
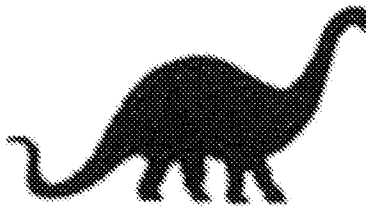
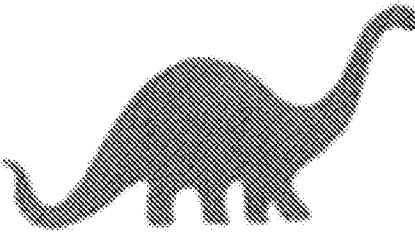


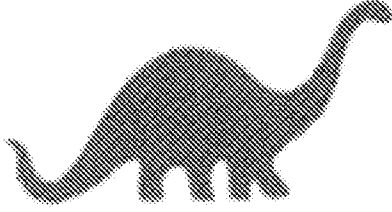
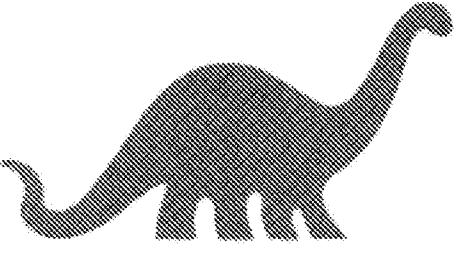
Jurisdiction	Serial No.	Registration No.	Mark
U.S.	72071311	0691905	
U.S.	72071310	0691904	
U.S.	72272111	0854891	
U.S.	72247159	0827609	
U.S.	72191322	0779741	DINO
U.S.	77036818	3342662	ARCTIC FIRE
U.S.	73003312	1006206	SINCLAIR
U.S.	73003313	1006485	SINCLAIR
U.S.	72076522	0712302	
U.S.	78412792	3243515	FLEET TRACK
U.S.	78488110	3541772	DINO LUBE
U.S.	78861403	3730108	SINCLAIR AIRCRAFT
U.S.	85132623	3961680	WE'RE ABOUT AS AMERICAN AS IT GETS

Jurisdiction	Serial No.	Registration No.	Mark
U.S.	78888316	3562631	SINCLAIR WE'RE ABOUT AS AMERICAN AS IT GETS
U.S.	77404410	3803672	
U.S.	77404408	3944663	
U.S.	85628661	4779740	DINO MART
U.S.	85774436	4685171	AMERICA'S HOMETOWN FILL UP
U.S.	85776167	4580892	
U.S.	85789888	4580932	
U.S.	85789883	4580931	
U.S.	85799897	4580955	

Jurisdiction	Serial No.	Registration No.	Mark
U.S.	86797939	5481470	
U.S.	86296752	4694873	<i>Sinclair</i>
U.S.	86346261	5080216	
U.S.	86346265	5080217	
U.S.	86346272	5080218	
U.S.	86319079	5080208	

Jurisdiction	Serial No.	Registration No.	Mark
U.S.	86319124	5080209	
U.S.	86319115	5163756	
U.S.	86296758	4823193	
U.S.	86296756	4691333	
U.S.	86319907	4823311	
U.S.	86319912	4969343	DINOCARE
U.S.	86707564	Pending	DINO
U.S.	86979379	5612310	DINO
U.S.	86982135	5498334	DINO
U.S.	86979380	Pending	DINO
U.S.	86844488	5302154	DINOPAY
U.S.	86844491	5307216	DINO CREDIT
U.S.	86838485	Pending	DINO

Jurisdiction	Serial No.	Registration No.	Mark
U.S.	86849947	5670753	
U.S.	86850057	5822067	
U.S.	86838519	Pending	DINO
U.S.	86838566	Pending	DINO
U.S.	86849976	5697665	
U.S.	86850008	Pending	
U.S.	86850063	5675604	

Jurisdiction	Serial No.	Registration No.	Mark
U.S.	86850045	Pending	
U.S.	87403135	5650003	SINCLAIR
U.S.	87403150	5482313	SINCLAIR
U.S.	87403158	5602222	
Canada	294473	TMA158118	