

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624617

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CST Brands Holdings 2, LLC		03/06/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Dunne Manning Stores LLC		
Street Address:	645 Hamilton Street		
City:	Allentown		
State/Country:	PENNSYLVANIA		
Postal Code:	18101		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2061401	UNI-MART	
Registration Number:	2092163	ZOOMERZ	
CORRESPONDENCE DATA			
Fax Number:	6098961469		
<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:	2152992081		
Email:	ipdocket@foxrothschild.com		
Correspondent Name:	Christopher D. Olszyk, Jr.		
Address Line 1:	997 Lenox Drive, Bldg. 3		
Address Line 4:	Lawrenceville, NEW JERSEY 08648-2311		
NAME OF SUBMITTER:	Christopher D. Olszyk, Jr.		
SIGNATURE:	/CDO/		
DATE SIGNED:	02/04/2021		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Agreement”), is made and entered into as of March 6, 2019, by and between CST Brands Holdings 2, LLC, a Delaware limited liability company, (“Assignor”), and Dunne Manning Stores LLC, a Delaware limited liability company formerly known as Lehigh Gas – Ohio, LLC (“Assignee”). Assignor and Assignee may be referred to individually hereinafter as a “Party” or collectively hereinafter as the “Parties”.

WHEREAS, Assignor owns rights in and to the trade name(s), trademark(s), service mark(s), and registration(s) thereof (together with any associated trade names, brand names, trade dress, logos, color patterns, color or design schemes, insignias, image standards, or other brand identifications, collectively the “Trademarks”), as identified on Schedule A;

WHEREAS, Assignor and Assignee have entered into a certain SECOND AMENDMENT TO PMPA FRANCHISE AGREEMENT, dated as of the date hereof, pursuant to which Assignor has agreed to sell, assign, transfer, convey, and deliver to Assignee (and Assignee has agreed to acquire) any and all rights that Assignor owns in and to the Trademarks, including, but not limited to, the rights and related goodwill in the business that Assignor or its Affiliates may have accrued by way of use of the Trademarks prior to the Effective Date (as defined below) of this Agreement; and

WHEREAS, Assignor wishes to license back from Assignee certain rights to use and sublicense the rights to use the Trademarks in connection with the operation of Assignor’s business, subject to the terms and conditions of this Agreement.

AND NOW THEREFORE, in consideration of the promises, terms, and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, and intending to be legally bound hereby, the Parties agree as follows.

Section 1: Definitions

1.1 The term “Affiliate” shall mean any of Assignor’s related entities that may have the right to use any of the Trademarks with the Services at a Designated Facility or otherwise.

1.2 The term “Designated Facility” shall mean any store, station, location, or other retail facility owned or operated by Assignor, an Affiliate, or Third Party Licensee to use or display the Trademarks.

1.3 The term “Field of Use” shall mean the business and industry in which the Services are currently offered and rendered.

1.4 The term “Services” shall mean operations related to service stations for vehicles, retail convenience stores, branded fuel, branded food services, and/or car washes.

1.5 The term “Territory” shall mean the United States and its territories.

1.6 The term “Third Party Licensee” shall mean any third party including, without limitation, a distributor, a marketer, an operator, or a retail dealer, using the Trademarks under a fuel marketing agreement or other agreement with Assignor or an Affiliate.

Section 2: Assignment of Rights

2.1 Assignor hereby sells, assigns, transfers, conveys, grants, and delivers to Assignee any and all right, title, and interest owned by Assignor in and to the Trademarks, as set forth on Schedule A hereto, together with the goodwill in the business associated therewith, including all registrations, applications, and common law rights therein, 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, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Trademarks, along 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.

2.2 Assignor authorizes the relevant trademark office or governmental agency to record the assignment and all registrations and applications for the Trademarks to Assignee, and to issue to Assignee all registrations which may issue with respect to any application(s) for the Trademarks.

2.3 ASSIGNOR IS ASSIGNING, TRANSFERRING, CONVEYING, GRANTING, AND DELIVERING RIGHTS IN THE TRADEMARKS “AS IS” TO ASSIGNEE, AND ASSIGNOR MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY TO ASSIGNEE REGARDING ANY OF THE TRADEMARKS OR THEIR REGISTRABILITY, VALIDITY, ENFORCEABILITY, OR OWNERSHIP IN ANY COUNTRY, AND IN PARTICULAR, WITHOUT LIMITATION, ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY THAT ANY OF THE TRADEMARKS DO NOT INFRINGE (OR HAVE NOT INFRINGED) THE RIGHTS OF THIRD PARTIES.

Section 3: License Grant

3.1. License. Subject to the terms and conditions of this Agreement, Assignee hereby grants to Assignor, and Assignor hereby accepts from Assignee, for the Term of the Agreement, a non-exclusive, royalty-free license (“License”) to use, and to sublicense use of, the Trademarks, set forth in Schedule A, solely in the Field of Use in the Territory. For clarity, Assignor’s right to sublicense the rights granted under this Agreement relates to any Affiliate or Third Party Licensee using any of the Trademarks as of the Effective Date.

3.2. Use of the Trademarks. Assignor shall not use, or sublicense the rights to use, the Trademarks outside the Field of Use in the Territory without the prior written consent of Assignee, whereby such consent shall not be unreasonably withheld, delayed, or conditioned. Assignor, any Affiliate, or any Third Party Licensee shall be permitted to use the Trademarks within the Field of Use in any form or format, which includes the form and format are presently used by Assignor, any Affiliate, or any Third Party Licensee. For clarity, Assignor, any Affiliate,

or any Third Party Licensee shall not be required by Assignee to modify any presentation of the form or format of the Trademarks at any time.

3.3 Maintenance of Trademarks. Assignee shall be required, at its own cost, to maintain the registrations for the Trademarks that are provided by Schedule A.

Section 4: Term; Termination of License

4.1 Term; Termination. The Term of the License is perpetual, subject to termination upon the cessation of use of any one or more of the Trademarks at a Designated Facility by Assignor, an Affiliate, or Third Party Licensee with no intent by Assignor, an Affiliate, or Third Party Licensee to resume use of the Trademarks; provided that, such termination of the License is limited solely to each Designated Facility at which cessation of use of any of the Trademarks occurs. For clarity, the termination of the License for a Designated Facility shall not impact the License with regard to other Designated Facility at which any of the Trademarks remain in use by Assignor, an Affiliate, or Third Party Licensee. Termination shall be effective upon Assignor providing Assignee with written notice of termination that identifies each Designated Facility that is subject to the termination.

4.2 Termination. Upon termination of the License at a Designated Facility, the rights granted to Assignor under this Agreement with respect to the Trademarks shall cease for such Designated Facility, and Assignor, its Affiliate, or Third Party Licensee shall immediately discontinue all use of the Trademarks at such Designated Facility.

Section 5: Miscellaneous

5.1 Independent Contractor. Neither Party shall have, nor shall represent that it has, any power, right, or authority to bind the other Party to any obligation or liability, or to assume or create any obligation or liability on behalf of the other Party.

5.2 No Waiver. The waiver by any Party of a breach by any other Party of a term or condition of this Agreement shall not be deemed to be a waiver of such term, covenant, condition, promise, or provision upon any subsequent breach of the same (or any other) term, covenant, condition, promise, or provision contained in this Agreement. No term, covenant, condition, promise, or provision of this Agreement shall be deemed to have been waived unless such waiver is in writing and signed by a duly authorized officer or agent of the Party against whom such waiver is sought to be enforced.

5.3 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable under the law of any jurisdiction where enforcement is sought, whether on the basis of a court decision, mediation, or of arbitral award applicable to the entire Agreement, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

5.4 Successors-in-Interest and Assigns. Subject to any restriction on transferability contained in this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the successors-in-interest and assigns of each Party to this Agreement. Nothing in this Section shall create any rights enforceable by any person not a party to this Agreement, except for the rights of the successors-in-interest and assigns of each Party to this Agreement.

5.5 Rights and Remedies Non-Exclusive. No right or remedy conferred in this Agreement is intended to be exclusive of any other right or remedy, and each and every right or remedy given hereunder shall be cumulative and in addition to any other right or remedy now or hereafter existing in law or equity, or by statute.

5.6 Counterparts. This Agreement 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. Signatures to this Assignment transmitted by means of email or facsimile shall be deemed to constitute originals.

This space is intentionally left blank. The signature page follows.

IN WITNESS WHEREOF, Assignor and the Assignee have caused this Agreement to be duly executed as of the date first written above ("Effective Date").

ASSIGNOR: CST BRANDS HOLDINGS 2, LLC

ASSIGNEE: DUNNE MANNING STORES LLC

By: 

By: 

Name: James W. Hollis Jr.

Name: Charles Nifong

Title: Secretary

Title: President

SCHEDULE A

REGISTRATION(S) AND/OR APPLICATION(S)

<u>U.S. Registration No.</u>	<u>Mark</u>	<u>Reg. Date</u>
2,061,401	 The logo for Uni-Mart, featuring the words "Uni-Mart" in a stylized, italicized font with a horizontal hatched pattern, enclosed in an oval border.	May 13, 1997
2,092,163	 The logo for Zoomerz, featuring the word "Zoomerz" in a bold, italicized font. The letter "o" is replaced by a circle with a hatched pattern.	August 26, 1997

COMMON LAW MARK(S)

Uni-Mart (*word mark*)

Zoomerz (*word mark*)

Rocky Top Markets

Joe's Kwik Mart