

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM628988

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sunoco Retail LLC		03/01/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Sunmarks, LLC		
Street Address:	3801 West Chester Pike NW-131		
City:	Newtown Square		
State/Country:	PENNSYLVANIA		
Postal Code:	19073		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4446193	APLUS	
Registration Number:	2419073	A PLUS EXPRESS	
Registration Number:	2419067	APLUS EXPRESS	
Registration Number:	2419068	A PLUS	
Registration Number:	2471154	APLUS	
Registration Number:	2009870	CHILL EXPRESS	
Registration Number:	1843340	APLUS	
Registration Number:	1760205	APLUS	
Registration Number:	1867827	A PLUS 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>			
Email:	trademarks@stradley.com		
Correspondent Name:	Philip J. Foret		
Address Line 1:	30 Valley Stream Parkway		
Address Line 4:	Malvern, PENNSYLVANIA 19355		
NAME OF SUBMITTER:	Philip J. Foret, USPTO Reg. No. 51689		
SIGNATURE:	/Philip J. Foret/		

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DATE SIGNED:	03/01/2021
Total Attachments: 3 source=TMK Assignment - Aplus Executed#page1.tif source=TMK Assignment - Aplus Executed#page2.tif source=TMK Assignment - Aplus Executed#page3.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of the 1st of March 2021, by and between Sunoco Retail LLC, a Pennsylvania limited liability company, having an address at 3801 West Chester Pike NW-131, Newtown Square, PA 19073 ("Assignor"), and Sunmarks, LLC, a Delaware limited liability company, having an address at 3801 West Chester Pike NW-131, Newtown Square, PA 19073 ("Assignee"). Assignor and Assignee may be referred to collectively as the "Parties" hereinafter.

WHEREAS, Assignor is the sole owner of all right, title, and interest in and to the trademarks and/or services marks and federal registrations (collectively, the "Trademarks") as identified and set forth on Schedule A; and

WHEREAS, Assignor has agreed to sell, assign, transfer, convey, grant, and deliver over to Assignee, and Assignee has agreed to acquire, all of Assignor's right, title, and interest in and to the Trademarks.

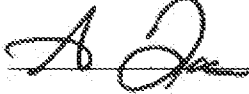
AND NOW THEREFORE, in consideration of the promises, terms, and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed by the Parties, and intending to be legally bound hereby, the Parties agree as follows:

Assignor hereby sells, assigns, transfers, conveys, grants, and delivers to Assignee all of Assignor's right, title, and interest in and to the Trademarks, together with the goodwill associated therewith, as well as any and all common law rights related thereto, including all of the registrations set forth on Schedule A, 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, 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 the United States Patent and Trademark Office to record the Assignment of the Trademarks to Assignee as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct, in accordance with this Assignment. Assignor agrees that it will, upon the reasonable request of Assignee and at Assignee's expense, 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 Trademarks hereunder.

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

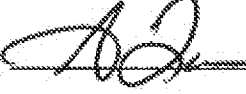
SUNOCO RETAIL LLC

By:  _____

Name: Arnold Dodderer

Title: Secretary

SUNMARKS, LLC

By:  _____

Name: Arnold Dodderer

Title: Secretary

SCHEDULE A

Mark:	U.S. Reg. No.	Reg. Date:
APLUS	4446193	December 10, 2013
A PLUS EXPRESS	2419073	January 9, 2001
APLUS EXPRESS	2419067	January 9, 2001
A PLUS	2419068	January 9, 2001
APLUS	2471154	July 24, 2001
CHILL EXPRESS	2009870	October 22, 1996
APLUS	1843340	July 5, 1994
APLUS	1760205	March 23, 1993
A PLUS EXPRESS	1867827	December 13, 1994

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