

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM823458

<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>
Equilon Enterprises LLC d/b/a Shell Oil Products US		06/01/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Texas Petroleum Group, LLC		
<b>Street Address:</b>	1111 Wilcrest Green Drive		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77042		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3893515	TIMEWISE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149783099		
<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>	2149783000		
<b>Email:</b>	dallastrademarks@bakermckenzie.com		
<b>Correspondent Name:</b>	Dyan M. House		
<b>Address Line 1:</b>	1900 N. Pearl Street, Suite 1500		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	GRN 7119373		
<b>NAME OF SUBMITTER:</b>	Dyan M. House		
<b>SIGNATURE:</b>	/Dyan M. House/		
<b>DATE SIGNED:</b>	07/11/2023		
<b>Total Attachments: 5</b>			
source=Assignment - Equilon to Texas Petroleum (fully executed) - TIMEWISE#page1.tif			
source=Assignment - Equilon to Texas Petroleum (fully executed) - TIMEWISE#page2.tif			
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**TRADEMARK ASSIGNMENT AND  
AGREEMENT**

THIS TRADEMARK ASSIGNMENT AND AGREEMENT (this “**Assignment**”) is made and entered into as of June 1, 2023 (the “**Effective Date**”), by and between **EQUILON ENTERPRISES LLC d/b/a SHELL OIL PRODUCTS US**, a Delaware limited liability company, with an office at 150 N. Dairy Ashford, Houston, Texas 77079, USA (the “**Assignor**”), and **TEXAS PETROLEUM GROUP, LLC**, a Delaware limited liability company, with an office at 1111 Wilcrest Green Drive, Houston, TX, 77042, USA (the “**Assignee**”).

**WHEREAS**, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the trademark set forth on **SCHEDULE A** attached hereto, together with the goodwill of the business associated therewith (the “**Mark**”); and

**WHEREAS**, Assignee is a successor to that part of Assignor’s business to which the Mark pertains;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Mark together with the goodwill associated with the Mark, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States now or hereafter in effect, 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, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, 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 represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Mark (including the corresponding rights set forth above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee’s successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement

or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Mark and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee may reasonably deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any other country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

This Assignment is made with full substitution and subrogation in and to all of the warranties that Assignor has or may have against predecessors in title (other than Assignor) and with full subrogation of all rights accruing under the applicable statute of limitations and all rights and actions of warranty against all former owners of the Mark.

This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Texas, excluding conflict of law rules and principles. Each Party agrees to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Harris County, Texas, and that such court shall have exclusive jurisdiction.

This Assignment may be executed in multiple counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument. A signed copy of this Assignment delivered by facsimile, email, 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.

*[Remainder of page intentionally left blank. Signature pages follow.]*

**IN WITNESS WHEREOF**, Assignor has caused this Assignment to be executed by its duly authorized representative as of the Effective Date.

**EQUILON ENTERPRISES LLC**  
**d/b/a Shell Oil Products US,**  
a Delaware limited liability company

DocuSigned by:  
By: Barbara M. Stoyko  
Name: Barbara M. Stoyko  
Title: Vice President - Mobility

**TEXAS PETROLEUM GROUP, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Joris van Brussel  
Title: Chief Executive Officer

**IN WITNESS WHEREOF**, Assignor has caused this Assignment to be executed by its duly authorized representative as of the Effective Date.

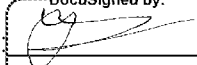
**EQUILON ENTERPRISES LLC**  
**d/b/a Shell Oil Products US,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Barbara M. Stoyko

Title: Vice President - Mobility


**TEXAS PETROLEUM GROUP, LLC,**  
a Delaware limited liability company

DocuSigned by:  
By:  \_\_\_\_\_

Name: Joris van Brussel

Title: Chief Executive Officer

**SCHEDULE A****TRADEMARK**

Mark	Reg. No.	Reg. Date	Goods/Services	Owner	Status
TIMEWISE and Design 	3,893,515	Dec. 21. 2010	Intl. Class 35: Retail store services featuring convenience store items and gasoline	Equilon Enterprises, LLC, a Delaware limited liability company, 150 N. Dairy Ashford Rd., Houston, TX 77079	Registered