

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM862952

<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>
Gulf Oil Limited Partnership		12/13/2023	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gulf Oil LLC		
<b>Street Address:</b>	200 GALLERIA PARKWAY SE, SUITE 900		
<b>Internal Address:</b>	c/o Metroplex Energy, Inc.		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30339		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 45</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3433357	GULF	
<b>Serial Number:</b>	90639475	GULF	
<b>Registration Number:</b>	0624333	GULF	
<b>Registration Number:</b>	0621651	GULF	
<b>Registration Number:</b>	0610574	GULF	
<b>Registration Number:</b>	0624274	GULF	
<b>Registration Number:</b>	3920152	GULF	
<b>Registration Number:</b>	3854252	GULF	
<b>Registration Number:</b>	0995472	GULF	
<b>Registration Number:</b>	0610573	GULF	
<b>Registration Number:</b>	0621650	GULF	
<b>Registration Number:</b>	0997161	GULF	
<b>Registration Number:</b>	0632985	GULF	
<b>Serial Number:</b>	90639687	GULF	
<b>Serial Number:</b>	90639594	GULF	
<b>Registration Number:</b>	4976163	GULF DIESELMOTIVE	
<b>Registration Number:</b>	3920151	GULF	
<b>Registration Number:</b>	3621100	GULF	

OP \$1140.00 3433357

Property Type	Number	Word Mark
Registration Number:	0834966	
Registration Number:	0707989	GULF NO-RUST
Registration Number:	5650157	GULF PAY
Registration Number:	0938491	GULFCO
Registration Number:	0318435	GULFCREST
Registration Number:	0652958	GULFCROWN
Registration Number:	0641269	GULFCUT
Registration Number:	0621657	GULFLEX
Registration Number:	0621652	GULFPRIDE
Registration Number:	4378876	GULFSOL
Registration Number:	4371130	GULFSPIN
Registration Number:	7006412	GULFTEC
Registration Number:	1030495	HARMONY
Registration Number:	0625732	HARMONY
Registration Number:	6404335	IT ALL STARTS HERE
Serial Number:	90639755	
Serial Number:	90639711	
Registration Number:	3772411	
Registration Number:	3828839	
Registration Number:	0766218	SAPHIRE
Registration Number:	0698848	SUPER-QUENCH
Registration Number:	0774014	TRANSCREST
Registration Number:	3867956	WAVE
Registration Number:	3723197	WAVE
Registration Number:	3690218	WAVE
Registration Number:	3828838	WAVE
Registration Number:	3914253	WAVE EXPRESS

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 4703001020

**Email:** jimmy@caioiarose.com

**Correspondent Name:** James Faris

**Address Line 1:** 125 Clairemont Ave, Ste 240

**Address Line 4:** Decatur, GEORGIA 30030

<b>NAME OF SUBMITTER:</b>	James Faris
<b>SIGNATURE:</b>	/James Faris/

<b>DATE SIGNED:</b>	12/21/2023
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**Total Attachments: 11**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is entered into as of December 13, 2023, by and between Gulf Oil LLC, a Delaware limited liability company ("Assignee"), and Gulf Oil Limited Partnership, a Delaware limited partnership ("Gulf"). Assignee and Gulf are referred to sometimes individually herein as a "Party" and together herein as the "Parties".

### RECITALS

WHEREAS, on the date hereof, the Assignee and Gulf entered into that certain Contribution Agreement (the "Contribution Agreement");

WHEREAS, pursuant to the Contribution Agreement, Gulf desires to contribute, assign, convey, transfer and deliver to Assignee, and Assignee desires to assume, acquire and accept from Gulf, (a) all rights, title and interests in, to and under the Transferred Assets and (b) all obligations with respect to the Assumed Liabilities; and

WHEREAS, pursuant to this Assignment, Gulf desires to contribute, assign, convey, transfer and deliver to Assignee all of its right, title and interest in and to: (i) (A) the marks "Gulf", "Gulf Oil" and "Wave" and any other registered or applied-for trademarks set forth on Schedule A hereto, (B) all confusingly similar derivatives and formulations thereof, (C) all logos and distinctive trade dress associated therewith, including the Gulf Oil blue/orange color scheme trade dress, and (D) any other registered, applied-for or unregistered trademarks, service marks, trade names, trade dress and other names, marks and slogans exclusively used in the Business, including, in each case of clauses (A) - (D), all common law rights and goodwill relating thereto (collectively, the "Transferred Trademarks"); (ii) the Internet domain names set forth on Schedule A hereto (the "Domain Names"); and (iii) all other Intellectual Property exclusively related to or exclusively used in the Business, including (A) patents and patent applications, (B) registered and unregistered copyrights and (C) trade secrets, proprietary know-how and other confidential information (collectively with the Transferred Trademarks and the Domain Names, the "Transferred IP").

NOW, THEREFORE, for good and valuable consideration, and pursuant to the Contribution Agreement, the Parties agree as follows:

### ARTICLE I CONVEYANCE OF INTELLECTUAL PROPERTY

Section 1.01 Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Contribution Agreement.

Section 1.02 Conveyance of Intellectual Property. On the terms and subject to the conditions set forth in the Contribution Agreement, Gulf hereby contributes, transfers, assigns, conveys and delivers all of its right, title and interest, in, to and under (a) the Transferred IP and all renewals, related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions thereof, and (b) all benefits, privileges, causes of action, and remedies relating to the Transferred IP throughout the world, including all of Gulf's rights to: (i) apply for and maintain all registrations, letters patent, renewals and/or extensions thereof; (ii) claim priority under United States law or international convention; (iii) bring actions and recover damages for past, present and future infringement or other violation thereof; and (iv) grant licenses or other interests therein, in each case, to Assignee, and Assignee hereby acquires all of Gulf's rights, title and interest in, to and under the Transferred IP and accepts such transfer, assignment, conveyance and delivery.

Section 1.03 Recordation of this Assignment. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Transferred IP. Gulf hereby authorizes and requests the Director of the United States Patent and Trademark Office and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar) to record Assignee as the owner of, and to issue any and all registrations or other official documentation related to the Patents and the Trademarks to Assignee, as owner and assignee of its entire right, title and interest in, to, and under the same. Assignor hereby authorizes and requests the Register of Copyrights of the United States of America or any other official of any applicable governmental authority to record Assignee as owner of the Copyrights and to issue any and all registrations, including renewals thereof, to and in the name of Assignee.

Section 1.04 Subject to the Contribution Agreement and the Purchase Agreement. This Assignment is subject in all respects to the terms and conditions of the Contribution Agreement, and all of the representations, warranties, covenants and agreements of Gulf and Assignee contained therein, as applicable, all of which shall survive the execution and delivery of this Assignment in accordance with the terms of the Contribution Agreement. Nothing contained herein shall supersede, amend, alter or modify (nor shall it be deemed or construed to supersede, amend, alter or modify) any of the terms or conditions of the Contribution Agreement in any manner whatsoever. If the provisions of this Assignment and the provisions of the Contribution Agreement conflict, the provisions of the Contribution Agreement shall prevail. Additionally, nothing contained herein shall supersede, amend, alter or modify (nor shall it be deemed or construed to supersede, amend, alter or modify) any of the terms or conditions of that certain Equity Purchase Agreement, dated as of June 30, 2023, by and among Gulf, Metroplex Energy, Inc., a Texas corporation, and, solely for the purposes of Section 6.18 of the Purchase Agreement, RaceTrac, Inc., a Georgia corporation.

## ARTICLE II MISCELLANEOUS

Section 2.01 Amendments and Waivers. This Agreement may not be amended except by an instrument in writing signed on behalf of Gulf and Assignee. Each Party may, by an instrument in writing signed on behalf of such Party, waive compliance by any other Party with any term or provision of this Agreement that such other Party was or is obligated to comply with or perform. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 2.02 Successors and Assigns. Neither this Agreement nor any of the rights or obligations hereunder shall be assigned by either Party without the prior written consent of the other Party; provided, however, Assignee may assign this Agreement to an affiliate of Assignee but such assignment will not relieve Assignee of any of its obligations under this Agreement. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns. Any attempted assignment in violation of the terms of this Section 2.02 shall be null and void, ab initio.

Section 2.03 No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted assigns and is not intended to confer upon any other party any rights or remedies hereunder.

Section 2.04 Counterparts; Email. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered

one and the same agreement. Delivery of an executed signature page of this Agreement by facsimile or other electronic image scan transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 2.05 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 2.06 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

Section 2.07 Consent to Jurisdiction; WAIVER OF JURY TRIAL. Each of the Parties irrevocably submits to the exclusive jurisdiction of the Delaware Court of Chancery or any Federal court located in the State of Delaware, for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in (a) the Delaware Court of Chancery or (b) any Federal court located in the State of Delaware, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 2.08 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any party or any circumstance, is found to be invalid or unenforceable in any jurisdiction, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, to the extent valid or enforceable, such provision and (b) the remainder of this Agreement and the application of such provision to other parties or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

*(Signature Pages Follow)*

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

**GULF:**

**GULF OIL LIMITED PARTNERSHIP**

**By: Chelsea Petroleum Products II, LLC, its general partner**

DocuSigned by:  
*Winston Eaton*  
421D8B6A84D94DC...

By: \_\_\_\_\_  
Name: Winston Eaton  
Title: President, Chief Executive Officer

**ASSIGNEE:**

**GULF OIL LLC**

By: \_\_\_\_\_  
Name: Belinda Foxworth  
Title: Secretary

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

GULF:


**GULF OIL LIMITED PARTNERSHIP**

**By: Chelsea Petroleum Products II, LLC, its general partner**

By: \_\_\_\_\_  
Name: Winston Eaton  
Title: President, Chief Executive Officer

ASSIGNEE:

**GULF OIL LLC**

By:  \_\_\_\_\_  
Name: Belinda Foxworth  
Title: Secretary









*[Signature Page to Intellectual Property Assignment]*













Schedule A



**Transferred IP**






**Transferred Trademarks**

<b>Title</b>	<b>Image</b>	<b>Country</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
GULF		United States of America	78/9610 17	Aug-25-2006	3433357	May-20-2008
GULF		United States of America	90/6394 75	Apr-12-2021		
GULF (Stylized)		United States of America	71/6875 77	May-16-1955	624333	Apr-03-1956
GULF (Stylized)		United States of America	71/6875 76	May-16-1955	621651	Feb-21-1956
GULF (Stylized)		United States of America	71/6769 72	Nov-19-1954	610574	Aug-16-1955
GULF (Stylized)		United States of America	71/6875 78	May-16-1955	624274	Apr-03-1956
GULF (Stylized) in Circle Design (Color)		United States of America	77/4765 36	May-16-2008	3920152	Feb-15-2011
GULF (Stylized) in Circle Design (Color)		United States of America	77/4770 75	May-16-2008	3854252	Sep-28-2010
GULF (Stylized) in Rectangle in Shaded Circle Design		United States of America	72/4632 18	Jul-18-1973	995472	Oct-08-1974
GULF (Stylized) in Rectangle in Shaded Circle Design		United States of America	71/6769 71	Nov-19-1954	610573	Aug-16-1955

Title	Image	Country	App. No.	App. Date	Reg. No.	Reg. Date
GULF (Stylized) in Rectangle in Shaded Circle Design		United States of America	71/6875 59	May-16-1955	621650	Feb-21-1956
GULF (Stylized) in Rectangle in Shaded Circle Design		United States of America	72/4550 44	Apr-19-1973	997161	Oct-29-1974
GULF (Stylized) in Rectangle in Shaded Circle Design		United States of America	71/6875 63	May-16-1955	632985	Aug-21-1956
GULF and Design (B&W)		United States of America	90/6396 87	Apr-12-2021		
GULF and Design (Color)		United States of America	90/6395 94	Apr-12-2021		
GULF DIESELMOTIVE		United States of America	86/5949 82	Apr-13-2015	4976163	Jun-14-2016
GULF in Black Rectangle in Circle Design (Color)		Puerto Rico	7714	Dec-27-1974	19216	Dec-27-1974
GULF in Rectangle in Circle Design (Color)		Puerto Rico	7713	Dec-27-1974	19213	Dec-27-1974
GULF in Rectangle in Circle Design (Color)		United States of America	77/4765 25	May-16-2008	3920151	Feb-15-2011

Title	Image	Country	App. No.	App. Date	Reg. No.	Reg. Date
GULF in Rectangle in Circle Design (Color)		United States of America	78/9738 90	Sep-13-2006	3621100	May-12-2009
GULF Logo (Color) (Rectangle in Shaded Circle)		United States of America	72/2616 12	Dec-29-1966	834966	Sep-12-1967
GULF NO-RUST		United States of America	72/0878 75	Dec-23-1959	707989	Dec-06-1960
GULF PAY		United States of America	87/4518 72	May-16-2017	5650157	Jan-08-2019
GULFCO		United States of America	72/4083 83	Nov-22-1971	938491	Jul-25-1972
GULFCREST		United States of America	71/3526 15	Jun-13-1934	318435	Oct-23-1934
GULFCROWN		United States of America	72/0229 14	Jan-22-1957	652958	Oct-15-1957
GULFCUT		United States of America	72/0092 64	May-29-1956	641269	Feb-12-1957
GULFLEX (Stylized)		United States of America	71/6875 93	May-16-1955	621657	Feb-21-1956
GULFPRIDE		Puerto Rico	7925	Dec-27-1974	19209	Dec-27-1974
GULFPRIDE (Stylized)		United States of America	71/6875 83	May-16-1955	621652	Feb-21-1956
GULFSOL		United States of America	85/7135 46	Aug-27-2012	4378876	Aug-06-2013

<b>Title</b>	<b>Image</b>	<b>Country</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
GULFSPIN		United States of America	85/7135 62	Aug-27-2012	4371130	Jul-23-2013
GULFTEC		United States of America	97/5745 68	Sep-01-2022	7006412	Mar-21-2023
HARMONY		United States of America	73/0529 50	May-21-1975	1030495	Jan-20-1976
HARMONY (Stylized)		United States of America	71/6923 95	Aug-03-1955	625732	Apr-24-1956
IT ALL STARTS HERE		United States of America	88/6581 13	Oct-17-2019	6404335	Jun-29-2021
Miscellaneous Design (GULF Modern Circle) (B&W)		United States of America	90/6397 55	Apr-12-2021		

Title	Image	Country	App. No.	App. Date	Reg. No.	Reg. Date
Miscellaneous Design (GULF Modern Circle) (Color)		United States of America	90/6397 11	Apr-12-2021		
Miscellaneous Design (Wave)		United States of America	77/4783 09	May-19-2008	3772411	Apr-06-2010
Miscellaneous Design (Wave)		United States of America	77/4783 22	May-19-2008	3828839	Aug-03-2010
SAPPHIRE		United States of America	72/1704 04	Jun-05-1963	766218	Mar-10-1964
SUPER-QUENCH		United States of America	72/0798 55	Aug-19-1959	698848	Jun-07-1960
TRANSCREST		United States of America	72/1807 34	Nov-08-1963	774014	Jul-28-1964
WAVE		United States of America	77/4783 28	May-19-2008	3867956	Oct-26-2010
WAVE		United States of America	77/4783 37	May-19-2008	3723197	Dec-08-2009
WAVE & Design		United States of America	77/4782 84	May-19-2008	3690218	Sep-29-2009
WAVE & Design		United States of America	77/4782 98	May-19-2008	3828838	Aug-03-2010

Title	Image	Country	App. No.	App. Date	Reg. No.	Reg. Date
WAVE EXPRESS		United States of America	85/068897	Jun-22-2010	3914253	Feb-01-2011
GULF in Rectangle in Circle Design (Color) <sup>1</sup>		Puerto Rico	219118011	Jun-06-2017	217372	Jan-26-2020
GULF <sup>2</sup>		Puerto Rico	219117011	Jun-06-2017	217371	Jan-26-2020

### Domain Names

Domain Name	Status	Expiration Date	Auto-renew	Privacy	Lock
gulf.us	Active	4/23/2024	Off	-	Locked
gulflubes.com	Active	6/7/2024	Off	On	Locked
gulflubricant.com	Active	6/7/2024	Off	On	Locked
gulflubricant.net	Inactive	6/7/2024	Off	On	Locked
gulfoil.com	Active	3/9/2026	On	On	Locked
gulfpay.app	Active	7/7/2025	On	On	Locked
gulfpay.info	Inactive	7/7/2025	On	On	Locked
gulfracingfuel.com	Inactive	1/23/2024	On	On	Locked
gulfracingfuels.com	Inactive	8/7/2024	On	On	Locked
gulfracingworld.com	Inactive	4/23/2024	On	On	Locked
gulfunbranded.com	Active	11/14/2023	On	On	Locked
wavegasoline.com	Active	4/8/2024	Off	On	Locked

<sup>1</sup> Registration permitted to lapse on June 6, 2023 and will expire in due course.

<sup>2</sup> Registration permitted to lapse on June 6, 2023 and will expire in due course.