

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM864687

| | | | |
|-----------------------------------|--|-----------------------|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Gulf Oil Limited Partnership | | 12/13/2023 | Limited Partnership: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Gulf Oil LLC | | |
| Street Address: | 200 Galleria Parkway Southeast Suite 900 | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30339 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 45 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3433357 | GULF | |
| Registration Number: | 0624333 | GULF | |
| Registration Number: | 0621651 | GULF | |
| Registration Number: | 0610574 | GULF | |
| Registration Number: | 0624274 | GULF | |
| Registration Number: | 3920152 | GULF | |
| Registration Number: | 3854252 | GULF | |
| Registration Number: | 0995472 | GULF | |
| Registration Number: | 0610573 | GULF | |
| Registration Number: | 0621650 | GULF | |
| Registration Number: | 0997161 | GULF | |
| Registration Number: | 0632985 | GULF | |
| Registration Number: | 4976163 | GULF DIESELMOTIVE | |
| Registration Number: | 3920151 | GULF | |
| Registration Number: | 3621100 | GULF | |
| Registration Number: | 0707989 | GULF NO-RUST | |
| Registration Number: | 5650157 | GULF PAY | |
| Registration Number: | 0938491 | GULFCO | |
| Registration Number: | 0318435 | GULFCREST | |

OP \$1140.00 3433357

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------|
| 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 |
| 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 |
| Registration Number: | 0834966 | |
| Serial Number: | 90639475 | GULF |
| Serial Number: | 90639687 | GULF |
| Serial Number: | 90639594 | GULF |
| Serial Number: | 90639755 | |
| Serial Number: | 90639711 | |

CORRESPONDENCE DATA

Fax Number: 4048156555

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: 404-815-6500

Email: ftaylor@ktslaw.com

Correspondent Name: Kilpatrick Townsend & Stockton LLP

Address Line 1: 1100 Peachtree Street, Suite 2800

Address Line 2: Attn: TM Administration

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER: K. Faye Taylor, Paralegal

SIGNATURE: /K. Faye Taylor/

| | |
|---------------------|------------|
| DATE SIGNED: | 12/29/2023 |
|---------------------|------------|

Total Attachments: 11

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- source=Trademark Assignment#page3.tif
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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.

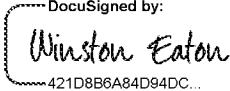
(Signature Pages Follow)

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

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:

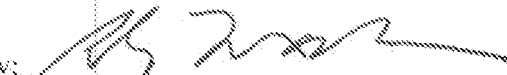
GULF OIL LIMITED PARTNERSHIP

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

| Title | Image | Country | App. No. | App. Date | Reg. No. | Reg. Date |
|--|---|--------------------------|---------------|-------------|----------|-------------|
| 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) | GULF | 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) | GULF | United States of America | 71/6769 72 | Nov-19-1954 | 610574 | Aug-16-1955 |
| GULF (Stylized) | GULF | 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 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 (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 |

| Title | Image | Country | App. No. | App. Date | Reg. No. | Reg. Date |
|---|---|--------------------------|---------------|-------------|----------|-------------|
| 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 |
| SAPHIRE | | 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 | 85/0688 97 | Jun-22-2010 | 3914253 | Feb-01-2011 |
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¹ Registration permitted to lapse on June 6, 2023 and will expire in due course.
² Registration permitted to lapse on June 6, 2023 and will expire in due course.