

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486981

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Philadelphia Energy Solutions LLC		08/07/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PES Holdings, LLC		
Street Address:	1735 Market Street,		
Internal Address:	11th Floor		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4426486	P PHILADELPHIA ENERGY SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128623837		
Email:	raza.siddiqui@kirkland.com		
Correspondent Name:	Raza Siddiqui		
Address Line 1:	300 N. Lasalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	26431-28		
NAME OF SUBMITTER:	Raza Siddiqui		
SIGNATURE:	/razasiddiqui/		
DATE SIGNED:	08/22/2018		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of August 7, 2018 (the "Effective Date") by Philadelphia Energy Solutions LLC, a Delaware limited liability company (the "Assignor"), in favor of PES Holdings, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, the Assignor, a direct or indirect controlling entity of the Assignee, is the owner of the trademark Philadelphia Energy Solutions, including, without limitation, U.S. Trademark Registration No. 4,426,486 for Philadelphia Energy Solutions & Design, and all common law rights associated therewith (collectively, the "Trademark"); and

WHEREAS, the Assignor wishes to assign to the Assignee, and the Assignee wishes to obtain, all right, title and interest in and to the Trademark.

NOW, THEREFORE, for such good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby assigns, transfers and sets over to Assignee all right, title and interest in, to and under the Trademark, together with (i) all associated common law rights, (ii) all registrations, applications, renewals, and extensions therefor, (iii) all goodwill associated with any of the foregoing, (iv) all claims for damages by reason of past, present or future infringement or other unauthorized use of any of the foregoing, and the right to sue for and collect the same, and (v) any and all corresponding rights that, now or hereafter, may be secured throughout the world with respect to any of the foregoing, in each case for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of U.S. Trademark Registration No. 4,426,486.

This Assignment may be executed in any number of counterparts, each of which, when taken together, shall constitute one and the same agreement.

* * * * *

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

Philadelphia Energy Solutions LLC

By: John McShane
Name: John McShane
Title: Executive Vice President, General
Counsel and Secretary

SIGNATURE PAGE TO TRADEMARK
ASSIGNMENT AGREEMENT