

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI147960

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Brand Transfer Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sonneborn, LLC		03/07/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Petro-Canada Lubricants Inc.		
Street Address:	2310 Lakeshore Road		
City:	West Mississauga		
State/Country:	CANADA		
Postal Code:	L5J1K2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	315719	SUNISO	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	2027395074		
Email:	jennifer.evans@morganlewis.com		
Correspondent Name:	Jennifer Evans		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	031239-0042		
NAME OF SUBMITTER:	JENNIFER EVANS		
SIGNATURE:	JENNIFER EVANS		
DATE SIGNED:	04/05/2024		
Total Attachments: 6			
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BRAND TRANSFER AGREEMENT

This Brand Transfer Agreement (this “Agreement”) is entered into as of March 7, 2024 (the “Effective Date”), by and between Sonneborn, LLC, a Delaware limited liability company (the “Seller”) and Petro-Canada Lubricants Inc., a Canada corporation (the “Buyer”).

WHEREAS, Seller is the owner of all right, title, and interest in and to the Purchased Assets (as defined below).

WHEREAS, Seller wishes to sell, assign and convey to Buyer, and Buyer wishes to purchase, acquire and accept from Seller, the Purchased Assets, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the terms of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, and intending to be legally bound, the parties agree as follows:

1. **Defined Terms.** As used herein, the following terms have the following meanings:

a. **“Governmental Authority”** means any government or quasi-governmental or regulatory body thereof, or political subdivision thereof, anywhere in the world, whether international, federal, national, state, local, or municipal, or any agency, instrumentality, commission or authority thereof, or any court, tribunal or arbitral body (or any department, bureau or division thereof), exercising executive, legislative, judicial, police, regulatory, tax or administrative functions.

b. **“Laws”** means all laws (including common law), codes, orders, statutes, rules, regulations, ordinances and other pronouncements having the effect of law of any Governmental Authority.

c. **“Liens”** means any lien (statutory or otherwise), mortgage, deed of trust, pledge, hypothecation, security interest, occupancy right, option, easement, encroachment, right of first refusal, restriction on use, claim or other encumbrance of any kind.

2. **Purchased Assets.** Subject to the terms and conditions set forth herein, Seller hereby sells, assigns, conveys, transfers and delivers to Buyer, and Buyer hereby purchases, acquires, and accepts from Seller, free and clear of any Liens, all of Seller’s rights, title and interest in and to the following assets (collectively, the “Purchased Assets”):

a. the SUNISO trademark, including the trademark registrations and trademark application set forth on Schedule A hereto and all issuances, extensions, and renewals thereof (collectively, the “Assigned Trademarks”), together with the goodwill of the Seller’s business connected with the use of, and symbolized by, the Assigned Trademarks;

b. any and all product inventory associated with the SUNISO brand;

c. any and all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

d. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

e. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages[]; and

f. any and all domain names and social media accounts.

3. Excluded Assets. Other than the Purchased Assets, Buyer expressly understands and agrees that it is not purchasing or acquiring, and Seller is not selling or assigning, any other assets of Seller, and all such other assets shall be excluded from the Purchased Assets.

4. Purchase Price. The aggregate purchase price for the Purchased Assets shall be three million four hundred twenty-three thousand three hundred fifty-four dollars (\$3,423,354USD) (the "Purchase Price"). Buyer shall pay the Purchase Price by wire transfer to Seller on the date hereof in accordance with the wire transfer instructions provided by Seller to Buyer.

5. Further Assurances. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding Governmental Authorities in any applicable jurisdictions to record and register this Agreement upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any Buyer or successor thereto. Without limiting the foregoing, Seller shall take all steps as may be necessary or reasonably requested by Buyer to effect the assignment and transfer of any and all Internet domain name(s) included in the Purchased Assets in accordance with the domain name transfer procedures of the applicable domain name registrar and registry, including executing any requested domain name registrar transfer agreements or documents, assignments, lawful oaths, and other papers which Buyer may deem necessary or desirable, arranging for each Internet domain name to be "unlocked" in preparation for transfer to Buyer, and providing Buyer with the EPP domain authorization codes and any other authorization codes that Buyer may need to initiate the transfer of each Internet domain name to Buyer.

6. Interpretation; Headings. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for

reference only and shall not affect the interpretation of this Agreement. Reference to any Laws means such Laws as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.”

7. **Amendment and Modification; Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

8. **Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.**

a. This Agreement and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement) shall be governed and construed in accordance with the internal Laws of the State of Delaware applicable to contracts made and wholly performed within such State, without regard to any applicable conflicts of law principles that would result in the application of the Laws of any other jurisdiction.

b. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts within the State of Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding; provided that a judgment rendered by such court may be enforced in any court having competent jurisdiction. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREUNDER.

9. **Severability.** If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms, provisions and conditions of this Agreement shall nevertheless remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic and legal substance of the transactions contemplated by this Agreement is not affected in any manner adverse to any party hereto. Upon such determination that any term

or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the transactions contemplated by this Agreement are fulfilled to the extent possible.

10. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one (1) and the same agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission in .PDF format or by facsimile shall be sufficient to bind the parties to the terms and conditions of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its authorized officers or representatives, as of the Effective Date.

SONNEBORN, LLC

PETRO-CANADA LUBRICANTS INC.

DocuSigned by:
Matthew Joyce
52B304F8F8D6487...
(Signature)

DocuSigned by:
Sean Lalonde
5B533769E23845C...
(Signature)

Matthew Joyce
Name

Sean Lalonde
Name

Sr. VP, Lubricants and Specialties
Title

VP Sales, Americas
Title

March 7, 2024 | 16:24 CST, 2024
Date

March 12, 2024 | 19:22 CDT, 2024
Date

