

08-30-2001

Docket No.:

458001/312



Tab settings

8-30-01

To the Honorable Commissioner of Patents

101829600

attached original documents or copy thereof.

1. Name of conveying party(ies):

Sunoco, Inc. (a Pennsylvania corp) and  
Sunmarks, Inc. (a Delaware corp)

- Individual(s)
- General Partnership
- Corporation-State see above
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: Effective date - March 31, 2001

2. Name and address of receiving party(ies):

Name: Tosco Corporation

Internal Address: \_\_\_\_\_

Street Address: 1500 N. Priest Drive

City: Tempe State: AZ ZIP: 85281

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Nevada
- Other

If assignee is not domiciled in the United States, a domestic designation is  Yes  No  
(Designations must be a separate document from  
Additional name(s) & address(es)  Yes  No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

see Schedule  
1 attached

100938

Additional numbers

Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura E. Goldbard

Internal Address: Stroock & Stroock & Lavan LLP

Street Address: 180 Maiden Lane

City: New York State: NY ZIP: 10038

6. Total number of applications and registrations involved:.....

30

7. Total fee (37 CFR 3.41):.....\$ \$765.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-4709

DO NOT USE THIS SPACE

08/30/2001 DBYRNE 00000178 194709 100838

01 FC:481 40.00 CH  
82 FC:482 725.00 CH

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura E. Goldbard

Name of Person Signing

Laura E. Goldbard

Signature

August 29, 2001

Date

Total number of pages including cover sheet, attachments, and

6

# SCHEDULE 1

KENDALL (stylized)	100,838	10/17/ 14	REGISTERED
KENDALL SUPER-D	671,721	12/30/ 58	REGISTERED
KENOIL	709,522	1/10/ 61	REGISTERED
KENDCO (stylized)	728,434	3/13/ 62	REGISTERED
CML-260	752,369	7/ 9/ 63	REGISTERED
GT-1	813,834	8/30/ 66	REGISTERED
KENDCOTE-60	820,604	12/20/ 66	REGISTERED
HYKEN	853,045	7/23/ 68	REGISTERED
SUPERB	1,024,063	11/ 4/ 75	REGISTERED
SUPER BLU-GREASE	1,027,674	12/16/ 75	REGISTERED
DISPOS-A-JUG	1,104,607	10/24/ 78	REGISTERED
Two Finger Design	1,127,380	12/11/ 79	REGISTERED
THREE STAR & Design	1,199,255	6/29/ 82	REGISTERED
THREE STAR	1,199,256	6/29/ 82	REGISTERED
CML	1,199,257	6/29/ 82	REGISTERED
KLAS	1,218,687	11/30/ 82	REGISTERED
F-L SELECT	1,252,675	10/ 4/ 83	REGISTERED
FIESTA	1,274,731	4/24/ 84	REGISTERED
FUN-L-FIL	1,374,513	12/10/ 85	REGISTERED
SUPER BLU	1,437,021	4/21/ 87	REGISTERED
KENDALL & Design	1,551,595	8/15/ 89	REGISTERED
SUPER-D	1,603,340	6/26/ 90	REGISTERED
POUR IN THE	1,835,968	5/10/ 94	REGISTERED

DUAL ACTION	1,842,628	7/ 5/ 94	REGISTERED
TRI-VIS PLUS	1,944,183	12/26/ 95	REGISTERED
SHP	1,979,614	6/11/ 96	REGISTERED
VICTORY	2,034,282	1/28/ 97	REGISTERED
KENDALL THE 2000 MILE	2,336,000	3/28/ 00	REGISTERED
KENDALL	2,343,171	4/18/ 00	REGISTERED
THE 2000 MILE OIL	2,351,749	5/23/ 00	REGISTERED

**TRADEMARK**  
**ASSIGNMENT AND ASSUMPTION AGREEMENT**

**THIS TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT** is made as of the 31<sup>st</sup> day of March, 2001, between SUNOCO, INC. (R&M), 1801 Market Street, Philadelphia, Pennsylvania (a Pennsylvania corporation) and SUNMARKS, INC., Three Christina Centre, Suite 1300, 201 North Walnut Street, Wilmington, Delaware 19801 (a Delaware corporation), as the specific owner may be for each individual trademark as designated on Schedule I hereto (collectively referred to hereinafter as "Assignor"), and TOSCO CORPORATION, 1500 N. Priest Drive, Tempe, Arizona 85281 ("Assignee").

**W I T N E S S E T H**

**WHEREAS**, Assignor owns by assignment or otherwise the trademarks attached hereto as Schedule I, including but not limited to the trademark registrations and registration applications (hereinafter the "Trademarks").

**WHEREAS**, Assignor desires to assign to the Assignee all of Assignor's right, title and interest in and to the Trademarks;

**WHEREAS**, Assignee desires to acquire and accept all of Assignor's right, title and interest in and to the Trademarks and the goodwill associated therewith.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business which is symbolized by the Trademarks and the right to sue and recover any damages and profits and all other remedies for past and future infringements thereof.

2. Acceptance of Assignment and Assumption. Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts and obligations associated with the Trademarks.

3. Further Assurances. The parties hereto shall cooperate fully with each other, at Assignee's sole expense (excluding reasonable costs associated with Seller's time to effectuate its cooperation hereunder), in any action required to be taken to fulfill their respective obligations hereunder, including, without limitation, the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions which either party reasonably requests from time to time to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest and record in Assignee, full and complete ownership of the Trademarks.

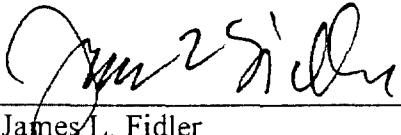
4. Miscellaneous.

a) Controlling Law. This Assignment and Assumption Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

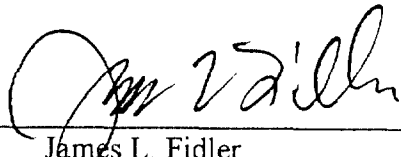
b) Binding Nature of Agreement. This Assignment and Assumption Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have executed this Trademark Assignment and Assumption Agreement through their duly authorized representatives as of the 30<sup>th</sup> day of March, 2001, but effective as of the date first written above.

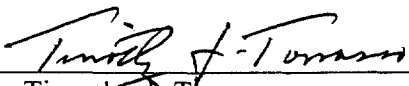
SUNMARKS, INC.

By:   
James L. Fidler  
Authorized Representative

SUNOCO, INC. (R&M)

By:   
James L. Fidler  
Authorized Representative

TOSCO CORPORATION

By:   
Timothy J. Tomasso  
Authorized Representative

On this 30th day of March, 2001 personally appeared James L. Fidler, to me known and known to me to be the Authorized Representative of both Sunoco, Inc. (R&M) and Sunmarks, Inc., and acknowledged that he executed the foregoing Trademark Assignment and Assumption Agreement on behalf of Sunoco, Inc. (R&M) and Sunmarks, Inc. pursuant to due authority from both corporations.

Jean M. Jones  
Notary Public

My commission expires: 8-13-2001

(Notarial Seal)

