

TRADEMARK USE AGREEMENT

EXHIBIT C

Jobber ("we", "us" or "our"):

Dealer ("you" or "your")

"Branded Outlet":

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Location Address: \_\_\_\_\_

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

Home Address: \_\_\_\_\_

\_\_\_\_\_

City, State, Zip: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

City, State, Zip \_\_\_\_\_

"Marks": The MARATHON® trademark and other trademarks, services marks, trade names, trade dress, brand names, grade designations, logos including, but not limited to, the STP® trademark and logos associated with the STP® trademark,, insignia, canopy striping and other color schemes and design schemes Marathon Petroleum Company LLC ("MPC") uses in the advertising and marketing of petroleum products now and as developed, adopted or acquired in the future.

As our sublicensee of the Marks you agree, as a condition of use of the Marks, in advertising and selling Marathon branded petroleum and related products we supply to you:

- 1. You received, read and understood a copy of MPC's Image 2000 Manual, and your use and the manner of display of the Marks at the Branded Outlet will comply with MPC's Image 2000 Manual and future image and identification standards established by MPC for the Marks. If you are using the STP® mark and related logos, you received, read and understood the STP® Program Rules which are incorporated herein by reference, and your use and the manner of display of the STP® mark and associated logos shall comply with STP® Program Rules and any future STP® Program Rules notified to you.
2. All of your rights to display and use the Marks are derived from our agreement with MPC, and you acknowledge that MPC owns or controls all of the Marks that you will use. If our agreement with MPC to sublicense the Marks to you is terminated or not renewed, voluntarily or otherwise, your right to use the Marks at the Branded Outlet will terminate and you will comply with 6. below. You acknowledge that your right to use the STP® mark and related logos is contingent on MPC's continued license of such marks from The Armor All/STP Company ("AASTP") and on termination of such license by AASTP, Dealer's license to such marks will terminate and be of no force or effect.
3. Only MPC has the right to determine which Marks will be available for use at the Branded Outlet.
4. You will store only Marathon branded products purchased from us in Branded Outlet storage tanks and receptacles, and dispense only Marathon branded products purchased from us from Branded Outlet dispensers.
5. Any sign and associated sign canisters, chassis, poles and other equipment furnished by MPC for the Branded Outlet belong to MPC, and you will not remove or relocate any sign or sign equipment without MPC's permission. Before selling or leasing the Branded Outlet, you will inform the buyer of MPC's ownership of signs and sign equipment.
6. Both we and MPC have the right to revoke approval of use of the Marks, and in the case of the STP® marks, AASTP, if you do not comply with the above. If we, MPC, or AASTP do so, or if we terminate our agreement or relationship with you for the supply of Marathon branded petroleum and related products, you will (a) immediately stop using and displaying the Marks; (b) remove, obliterate or permanently paint over (in color(s) which will not be confused with MPC's colors), all items and materials at the Branded Outlet bearing any of the Marks; (c) remove and deliver to us all signs and related equipment furnished to you through us; and (d) turn over to us or MPC any credit card imprinters, OMNI equipment or other equipment belonging to MPC.
7. If you do not comply with the requirements of 6. above, we or MPC may take such action as may be reasonably necessary to terminate any infringement of the Marks and recover property that belongs to MPC including, but not limited to, the right to enter upon the Branded Outlet and take the actions described in 6. above. If we or MPC do so, you will pay any cost and expense we, MPC or both incur, including attorneys fees and other legal costs. You agree that damages are an inadequate remedy for a breach of this agreement or infringement of the Marks, and we and MPC may have equitable relief, in the form of preliminary and permanent injunction or otherwise, in order to enforce this agreement.
8. MPC and AASTP are third party beneficiaries of this agreement.

DO NOT SIGN BELOW UNLESS YOU HAVE READ, UNDERSTAND, AND INTEND TO BE BOUND BY THE ABOVE. THIS AGREEMENT IS EFFECTIVE WHEN SIGNED BY BOTH PARTIES.

\_\_\_\_\_  
(JOBBER'S NAME)

\_\_\_\_\_  
(DEALER'S SIGNATURE)

By: \_\_\_\_\_  
(OFFICER SIGNATURE)

\_\_\_\_\_  
(PRINT DEALER'S NAME)

\_\_\_\_\_  
(TITLE)

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

RETURN A COPY OF THIS AGREEMENT, FULLY EXECUTED BY BOTH PARTIES, TO MPC