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UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

Petro Stopping Centers, L.P.
6080 Surety Drive
El Paso, TX 79905

A Delaware limited partnership

2. Name and address of receiving party:

BankBoston, N.A., as Agent
100 Federal Street
Boston, MA 02110

A national banking association

3. Nature of conveyance: Third Amendment to the Trademark Collateral Assignment and Security Agreement attached hereto as Exhibit 1.

Execution date: July 23, 1999

4. Application numbers and registration numbers:

A. Trademark registration numbers:

<u>Trademark/Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Petro Gold	2,061,596	05/13/97
Petro Gold & Design	2,061,597	05/13/97
Petro Gold & Green/Orange Design	2,063,498	05/20/97

08/23/1999 MTHAI1 00000200 2061596

01 FC:481 40.00 OP
02 FC:482 175.00 OP

215E

B. Trademark application numbers:

<u>Trademark/Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
The Choice of America's Drivers	75/978,409	03/16/99
Truckers Move America & Design	75/181,866	10/15/98
The Truckstop That Cares About Truckers	75/515,119	07/08/98
Petro Cyberstop	75/542,140	08/25/98
Petro USA	75/632,112	01/29/99

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

Cristina E. Gonzalez, Esq.
Bingham Dana LLP
150 Federal Street
Boston, Massachusetts 02110


6. Total number of applications and registrations involved: 8

7. Total fee enclosed: \$215.00

8. Deposit account number: Not applicable

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.


Cristina Gonzalez, Esq.
August 18, 1999

Total number of pages submitted (including cover sheet and any attached Schedules, and conveyance document and any attached Schedules): 11

Mail documents to be recorded with required cover sheet information to:

United States Patent and Trademark Office
Office of Public Records
Crystal Gateway 4
Room 335
Washington, D.C. 20231

THIRD AMENDMENT
to the
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

This **THIRD AMENDMENT** dated as of July 23, 1999 (this "Amendment") to the **TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**, is by and among **PETRO STOPPING CENTERS, L.P.**, a Delaware limited partnership (the "Assignor"), and **BANKBOSTON, N.A.** (formerly known as THE FIRST NATIONAL BANK OF BOSTON), a national banking association, as agent (hereinafter, in such capacity, the "Agent") for itself and the other lending institutions (hereinafter, collectively, the "Banks") which are or may become party to that certain Second Amended and Restated Revolving Credit and Term Loan Agreement, dated as of July 23, 1999 (as amended, and in effect from time to time, the "Credit Agreement") among the Assignor, the Banks and the Agent.

WHEREAS, the Assignor has entered into a Revolving Credit and Term Loan Agreement dated as of May 18, 1994 and amended and restated pursuant to the Amended and Restated Revolving Credit and Term Loan Agreement, dated as of January 30, 1997 (as heretofore amended and restated, the "Original Credit Agreement") with the Agent and certain of the Banks pursuant to which the Banks party thereto, subject to the terms and conditions contained therein, provided certain financial accommodations to the Assignor; and

WHEREAS, in connection with the execution and delivery of the Original Credit Agreement, the Assignor and the Agent entered into a certain Trademark Collateral Security and Pledge Agreement, dated as of May 18, 1994 and amended as of December 31, 1994 and further amended as of January 30, 1997 (as amended, and in effect from time to time, the "Original Trademark Agreement") which was recorded with the United States Patent and Trademark Office (the "PTO") on or about May 31, 1994 at Trademark Reel 1161, Frame 0090, as a supplement to the provisions of a certain Security Agreement, dated as of May 18, 1994 and amended and restated as of December 31, 1994, and further amended and restated as of January 30, 1997 (as amended, and in effect from time to time, the "Original Security Agreement") by and among the Assignor, the Banks and the Agent; and

WHEREAS, subsequent to the execution, delivery and recording of the Original Trademark Agreement, the Assignor has adopted and used certain Trademarks (as such term is defined in the Original Trademark Agreement) (such subsequent Trademarks being collectively referred to herein as the "Supplemental Trademarks") which Supplemental Trademarks are the subject of pending or issued United States registrations and are set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, in connection with the execution and delivery of the Original Credit Agreement, the Assignor and the Agent entered into the Original Security Agreement pursuant to which it granted to the Agent, for the benefit of the Banks and the Agent, a security interest in all of its assets, including without limitation, all trademarks, service marks, trademark and service mark registrations and trademark and service mark registration applications owned or thereafter acquired; and

WHEREAS, the Original Credit Agreement shall be amended and restated in its entirety by the Credit Agreement; and

WHEREAS, the Original Security Agreement shall be amended and restated in its entirety by the Third Amended and Restated Security Agreement, dated as of July 23, 1999 (as amended, and in effect from time to time, the "Security Agreement"); and

WHEREAS, pursuant to and in fulfillment of the Assignor's obligations under the Credit Agreement, the Security Agreement and the Original Trademark Agreement, the Assignor wishes to execute and deliver this Amendment in order to continue and confirm the grant of a lien on and security interest in the Pledged Trademarks as set forth in the Original Trademark Agreement, and to further effect, evidence and memorialize the Assignor's grant to the Agent of a lien on and security interest in the Supplemental Trademarks, the Trademark Registrations associated with the Supplemental Trademarks (the "Supplemental Trademark Registrations"), the Trademark License Rights associated with the Supplemental Trademarks (the "Supplemental Trademark License Rights"), the Trademark Rights associated with the Supplemental Trademarks (the "Supplemental Trademark Rights"), the Associated Goodwill associated with the Supplemental Trademarks (the "Supplemental Associated Goodwill"), the Related Assets associated with the Supplemental Trademarks (the "Supplemental Related Assets"), all accessions to, substitutions for, replacements of, and all proceeds and products of any and all of the foregoing (the "Supplemental Proceeds" and, collectively with the Supplemental Trademarks, the Supplemental Trademark Registrations, the Supplemental Trademark License Rights, the Supplemental Trademark Rights, the Supplemental Associated Goodwill, and the Supplemental Related Assets, referred to herein as the "Supplemental Pledged Trademarks"), and the Assignor's collateral future conditional assignment to the Agent of the Supplemental Pledged Trademarks, all as contemplated by the Original Trademark Agreement, in each case for the benefit of the Agent and the Banks; and

WHEREAS, it is a condition precedent to the Banks' making any loans or otherwise extending credit to the Assignor under the Credit Agreement that the Assignor execute and deliver to the Agent, for the benefit of the Agent and the Banks, an amendment to the Original Trademark Agreement in substantially the form hereof;

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, on and as of the Effective Date, the parties hereto hereby agree as follows:

§1. DEFINITIONS. Except as otherwise provided herein, all capitalized terms used herein without definition that are defined in (or defined by reference in) the Original

Trademark Agreement shall have the same meanings herein as in the Original Trademark Agreement.

§2. GRANT OF SECURITY; COLLATERAL ASSIGNMENT.

§2.1. Grant of Security Interest. As collateral security for the complete and timely payment, performance and satisfaction of all Obligations, the Assignor hereby unconditionally grants to the Agent (and confirms its grant to the Agent, pursuant to the Original Trademark Agreement and the Security Agreement), for the benefit of the Agent and the Banks, a continuing security interest in and first priority lien on the Pledged Trademarks and the Supplemental Pledged Trademarks, and pledges, mortgages, and hypothecates (but does not transfer title to) the Supplemental Pledged Trademarks to the Agent (and confirms its pledge, mortgage, and hypothecation of (but not transfer of title to) the Pledged Trademarks to the Agent pursuant to the Original Trademark Agreement), for the benefit of the Agent and the Banks.

§2.2. Conditional Assignment on Default. In addition to, and not by way of limitation of, the grant, pledge, mortgage and hypothecation of the Supplemental Pledged Trademarks and the Pledged Trademarks provided and confirmed in §2.1 hereof, the Assignor hereby conditionally grants, assigns, transfers and conveys to the Agent (and confirms its conditional grant, assignment, transfer and conveyance to the Agent), for the benefit of the Agent and the Banks, Assignor's entire right, title and interest in and to the Supplemental Pledged Trademarks subject to the terms of the Original Trademark Agreement.

§2.3. Supplemental to Certain Agreements. In no event shall this Amendment or the recordation of this Amendment (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the other Security Documents (as defined in the Credit Agreement), the security interest of the Agent in the Collateral pursuant to the Security Agreement, the Original Trademark Agreement and/or this Amendment, the attachment and perfection of such security interest under the Uniform Commercial Code, or the present or future rights and interests of the Agent in and to the Collateral under or in connection with the Security Agreement, the other Security Documents, the Original Trademark Agreement, this Amendment and/or the Uniform Commercial Code. Any and all rights and interests of the Agent in and to the Pledged Trademarks (and any and all obligations of the Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Agent (and the obligations of the Assignor) in, to or with respect to the Collateral provided in or arising under or in connection with the Security Agreement, the other Security Documents and the Original Trademark Agreement. The Security Agreement, the other Security Documents, the Original Trademark Agreement, and all rights and interests of the Agent in and to the Collateral thereunder, are hereby ratified, confirmed, adopted and approved.

§3. AMENDMENTS TO ORIGINAL TRADEMARK AGREEMENT.

The Original Trademark Agreement is hereby amended as follows:

(a) The Assignor hereby confirms and agrees that all references in the Original Trademark Agreement to the term the "Assignor" shall hereafter refer to the Assignor as defined in this Amendment.

(b) The Assignor hereby confirms and agrees that all references in the Original Trademark Agreement to the term the "Obligations" shall hereafter refer to the Obligations as defined in the Security Agreement by reference to the Credit Agreement.

(c) The Assignor hereby confirms and agrees that the term "Pledged Trademarks", as defined and used in the Original Trademark Agreement, shall include, as of the time of the Assignor's acquisition of any right, title or interest therein or thereto, the Supplemental Pledged Trademarks, the Supplemental Trademarks, the Supplemental Trademark Registrations, the Supplemental Trademark License Rights, the Supplemental Trademark Rights, the Supplemental Associated Goodwill, the Supplement Related Assets, and the Supplemental Proceeds.

(d) The Assignor hereby confirms and agrees that all references in the Original Trademark Agreement to the term "Credit Agreement" shall hereafter refer to the Credit Agreement as defined in this Amendment.

(e) The Assignor hereby confirms and agrees that all references in the Original Trademark Agreement to the term the "Security Agreement" shall hereafter refer to the Security Agreement as defined in this Amendment.

(f) Schedule A to the Original Trademark Agreement (the "Original Schedule A") and Schedule B to the Original Trademark Agreement (the "Original Schedule B"), which collectively set forth a list of all pending and issued United States registrations of Trademarks owned by the Assignor, are hereby amended and supplemented by Schedule A to this Amendment (the "New Schedule A") and Schedule B to this Amendment (the "New Schedule B").

§4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF ASSIGNOR.

§4.1. The Assignor represents and warrants that, together, the Original Schedule A, the Original Schedule B, the New Schedule A and the New Schedule B constitute a true and complete list of all pending and issued United States registrations of Pledged Trademarks.

§4.2. The Assignor represents and warrants that all representations and warranties of the Assignor as set forth in the Original Trademark Agreement, as amended by §3 hereof, are true and correct in all material respects on and as of the date hereof, except to

the extent that such representations and warranties expressly relate to a prior date. All such representations and warranties are hereby ratified, affirmed and incorporated herein by reference, and such representations and warranties are applicable to the Pledged Trademarks (including the Supplemental Pledged Trademarks) with the same force and effect as though set forth herein in their entirety.

§4.3. All rights, interests, duties, obligations, liabilities, covenants, agreements and remedies of each of the Assignor and the Agent with respect to each other and/or the Pledged Trademarks (including without limitation the Supplemental Pledged Trademarks) or any portion thereof, as set forth in the Original Trademark Agreement, the Security Agreement and the other Security Documents, are hereby ratified, confirmed, adopted, approved and incorporated herein by reference; and such rights, duties, obligations, liabilities, covenants, agreements and remedies are applicable to the parties and the Pledged Trademarks (including without limitation the Supplemental Pledged Trademarks) with the same force and effect as though set forth herein in their entirety.

§5. EFFECTIVENESS. This Amendment shall become effective on and as of the date hereof (the "Effective Date") upon (a) receipt by the Agent of counterparts of this Amendment duly executed by each of the Assignor and the Agent and (b) the satisfaction of the conditions set forth in §12 of the Credit Agreement.

§6. MISCELLANEOUS PROVISIONS.

(a) Except as otherwise expressly provided by this Amendment, all of the terms, conditions and provisions of the Original Trademark Agreement shall remain the same. It is declared and agreed by each of the parties hereto that this Amendment and the Original Trademark Agreement shall be read and construed as one instrument.

(b) This Amendment incorporates by reference all other terms and conditions contained in the Original Trademark Agreement, to the extent that such terms and conditions are not inconsistent with the provisions set forth in this Amendment, with the same force and effect as though set forth herein in their entirety.

(c) **THIS AMENDMENT IS INTENDED TO TAKE EFFECT AS AN AGREEMENT UNDER SEAL AND SHALL BE CONSTRUED ACCORDING TO AND GOVERNED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.**

(d) This Amendment may be executed in any number of counterparts, and all such counterparts shall together constitute but one instrument. In making proof of this Amendment it shall not be necessary to produce or account for more than one counterpart signed by each party hereto by and against which enforcement hereof is sought.

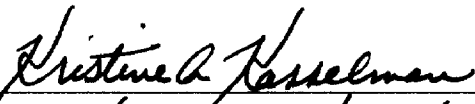
(e) All terms and conditions of this Amendment shall be construed to maintain the validity of the Pledged Trademarks and the Supplemental Pledged Trademarks. To the extent that any term or condition hereof would have the effect of invalidating any Pledged Trademark or Supplemental Pledged Trademark, such term or condition shall be null and void as to such Pledged Trademark or Supplemental Pledged Trademark.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Amendment to be executed by their duly authorized officers as an instrument under seal as of the date first set forth above.

PETRO STOPPING CENTERS, L.P.

By: 
Name: J. A. CARDWELL, SR.
Title: CHIEF EXEC. OFFICER

BANKBOSTON, N.A. (f/k/a THE FIRST NATIONAL BANK OF BOSTON), as Agent

By: 
Name: Kristine A Kasselmann
Title: Managing Director

CERTIFICATE OF ACKNOWLEDGMENT

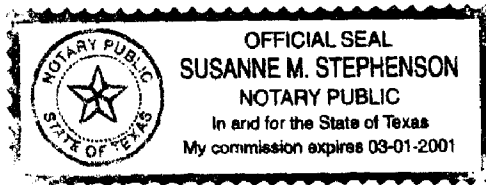
~~COMMONWEALTH~~ OR STATE OF TEXAS)
) ss.
COUNTY OF EL PASO)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 19TH day of July 1999, personally appeared J.A. Cardwell, Sr. to me known personally, and who, being by me duly sworn, deposes and says that he/~~she~~ is the C.E.O. of Petro Stopping Centers, L.P., and that said instrument was signed and sealed on behalf of said limited partnership by authority of its Board of Control, and said J.A. Cardwell, Sr. acknowledged said instrument to be the free act and deed of said limited partnership.

Susanne M. Stephenson

Notary Public

My commission expires:



SCHEDULE A

TRADEMARK APPLICATION NUMBERS

<u>Trademark/Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
The Choice of America's Drivers	75/978,409	03/16/99
Truckers Move America & Design	75/181,866	10/15/98
The Truckstop That Cares About Truckers	75/515, 119	07/08/98
Petro Cyberstop	75/542,140	08/25/98
Petro USA	75/632,112	01/29/99

SCHEDULE B

TRADEMARK REGISTRATION NUMBERS

<u>Trademark/Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Petro Gold	2,061,596	05/13/97
Petro Gold & Design	2,061,597	05/13/97
Petro Gold & Green/Orange Design	2,063,498	05/20/97