

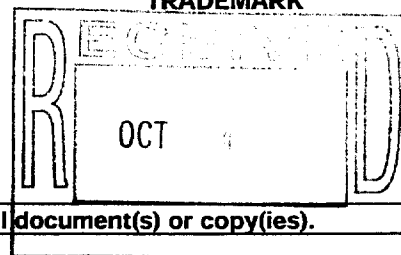
10-07-1999

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**



101163876

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**



*MRD*  
*10-4-99*

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

☐ New

☐ Resubmission (Non-Recordation)  
Document ID #

☐ Correction of PTO Error  
Reel #  Frame #

☒ Corrective Document  
Reel #  Frame #

**Conveyance Type**

☐ Assignment ☐ License

☒ Security Agreement ☐ Nunc Pro Tunc Assignment

☐ Merger

☐ Change of Name

☐ Other

**Conveying Party**

☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

**Receiving Party**

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☒ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

10/05/1999 DNGUYEN 00000186 1966550

**FOR OFFICE USE ONLY**

01 FC:481  
02 FC:482

40.00 OP  
50.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
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**TRADEMARK**  
**REEL: 001971 FRAME: 0392**

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Registration Number(s)**

<input type="text" value="1966550"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1965316"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1976148"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☐

**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. Charges to deposit account are authorized, as indicated herein.*

Michael Bertisch, Esq.

Name of Person Signing

Signature

Date Signed

# ASSIGNMENT FOR SECURITY

## (TRADEMARKS)

WHEREAS, Pump And Save, Inc., a Mississippi corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to NatWest Bank N.A., as agent for itself (in its capacity as agent herein referred to as the "Agent") and each of the lenders (the "Lenders") party to the Revolving Credit Agreement, dated as of the date hereof (as the same may be amended, modified or supplemented in accordance with its terms, the "Credit Agreement"), among Assignor, certain affiliates of the Assignor, the Guarantors party thereto, the Lenders party thereto and the Agent, and Assignor has entered into a Security Agreement and Mortgage-Trademarks, Patents and Copyrights (the "Agreement") in favor of the Agent; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to the Agent and granted to the Agent a security interest in, and mortgage on, all right, title and interest of Assignor in and to each of the Trademarks, together with the goodwill of the business symbolized by each of the Trademarks, all customer lists and other records of the Assignor relating to the distribution of products bearing the Trademarks and each of the applications and registrations thereof, and all proceeds thereof, including, without limitation, any claims by the Assignor against third parties by reason of infringement thereof (the "Collateral"), to secure the due and punctual payment and performance of all Obligations, as defined in the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto the Agent and grant to the Agent a security interest in, and mortgage on, the Collateral to secure the due and punctual payment and performance of all Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are subject to the terms and provisions set forth in the Agreement.

The Agent's address is 175 Water Street, New York, New York 10038.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 5th day of March, 1996.

PUMP AND SAVE, INC.

By: Roger P. Friou  
Name: ROGER P. FRIOU  
Title: PRESIDENT

Trademarks for Pump And Save, Inc.

<u>Name</u>	<u>Office Filed</u>	<u>Renewal/ Expiration Date</u>
Pump And Save (74/634038) (see attached Exhibit 4.16-1)	U.S. Patent Office	Approved 2/21/96
Pump And Save Gas (74/634037)	U.S. Patent Office	Approved 12/26/95
Pump And Save Gas and Food (74/634039)	U.S. Patent Office	Approved 12/18/95
Pump And Save Gas	State of Alabama State of Arkansas State of Florida State of Louisiana State of Tennessee	12-22-04 11-29-99 1-6-05 11-18-04 11-18-04
Pump And Save (with the "S" being formed by a curving highway and enclosed as a diamond)	State of Alabama State of Arkansas State of Florida State of Louisiana State of Mississippi State of Tennessee	2-8-05 2-17-00 1-31-05 1-26-05 1-31-05 1-26-05