FORM PTO-1594 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp.4/94)
Copyright 1994-97 LegalStar
TM05/REV03

05-17-2001

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Docket No.: 005790/0014

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

SOUTHWEST CONVENIENCE STORES, INC.

5-8-01

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State TEXAS
- ☐ Other

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

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

RECEIVED MAY - 8 2001

Name: BANK LEUMI USA

Internal Address:

Street Address: 564 5TH AVENUE

City: NEW YORK State: NY ZIP: 10036

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State NEW YORK
- ☐ Other

If assignee is not domiciled in the United States, a domestic designation is ☐ Yes ☒ N
(Designations must be a separate document from
Additional name(s) & address(es) ☐ Yes ☒ N

3. Nature of conveyance:

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

Execution Date: MAY 1, 2001

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

A. Trademark Application No.(s)

NONE

B. Trademark Registration No.(s)

1,961,952

Additional numbers ☐ Yes ☒ No

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

Name: PAUL A. JUERGENSEN

Internal Address: SCHULTE ROTH & ZABEL LLP

Street Address: 919 THIRD AVENUE

City: NEW YORK State: NY ZIP: 10022

6. Total number of applications and registrations involved:..... 1

7. Total fee (37 CFR 3.41):.....$ $40.00

- ☐ Enclosed
- ☒ Authorized to be charged to deposit account

8. Deposit account number:

SCHULTE ROTH & ZABEL - 500675

DO NOT USE THIS SPACE

05/16/2001 CMUELLER 00000233 500675 1961952
01 FC:481 40.00 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.

PAUL A. JUERGENSEN — Name of Person Signing

Paul A. Juergensen — Signature

MAY 7, 2001 — Date

Total number of pages including cover sheet, attachments, and 4

TRADEMARK
REEL: 002296 FRAME: 0978

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, SOUTHWEST CONVENIENCE STORES, INC., a Texas corporation (the "Assignor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, for which United States registrations and applications for registration are subsisting, as indicated on Schedule 1A (such marks, applications and registrations, collectively, the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement dated as of May 1, 2001 (as amended or otherwise modified from time to time, the "Security Agreement"), in favor of BANK LEUMI USA, as Agent (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with the good-will of the business symbolized by the Trademarks, and all proceeds of the foregoing, including, without limitation, any and all causes of action that may exist by reason of violation thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment For Security (Trademarks) to be duly executed by its officer thereunto duly authorized as of May 1, 2001.

SOUTHWEST CONVENIENCE STORES, INC.

By: _____

Name: David Wiessman

Title: Manager

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK

ss.:

COUNTY OFNEW YORK

On this 1st day of May 2001, before me, the undersigned, personally appeared David Wiessman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____

[NOTARY SEAL]

JENNIFER LYNN CAGGIANO
Notary Public, State of New York
No. 02CA6044151
Qualified in New York County
Commission Expires July 3, 2002

9035169.1

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

(TRADEMARKS)

MARK	REGISTRATION NO.
TASTE DRIVE	1,961,952

9035169.1