

05-17-2001

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



EET

-Y

Docket No.:

005790/0014

101719597

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 _____

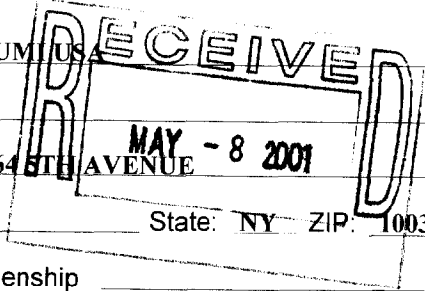
Additional names(s) of conveying party(ies) Yes No

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

Name: **BANK LEUMIUS**
 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

Additional numbers Yes No

B. Trademark Registration No.(s)
1,961,952

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

05/15/2001 CONTROLLER 00000233 500675 1961952
\$1,961,952 \$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 *Paul A. Juergensen* **MAY 7, 2001**
 Name of Person Signing Signature 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.

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

(TRADEMARKS)

MARK

REGISTRATION NO.

TASTE DRIVE

1,961,952

9035169.1

RECORDED: 05/08/2001

TRADEMARK
REEL: 002296 FRAME: 0981