

08-23-2002

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp.  
5/31/2002)

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office



102200260

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):  
**Mapco Express, Inc.** 8-8-02

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State – **Delaware**  
 Other

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
**Bank Leumi USA** AUG 8

Street Address: **564 Fifth Avenue**  
City: **New York** State: **NY** Zip: **10036**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment                               Merger  
 Security Agreement                   Change of Name  
 Other – **Assignment for Security**

Execution Date: **July 31, 2002**

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

A. Trademark Application No.(s)  
**75/886,539**

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)  
**918,275    2,363,154**  
**2,000,128**  
**2,358,539**

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

Name: **Stanley Seuradge**  
Internal Address: **Schulte Roth & Zabel LLP**

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Street Address: **919 Third Avenue**

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City: **New York** State: **N.Y.** Zip: **10022**

6. Total number of applications and registrations involved:..... **5**

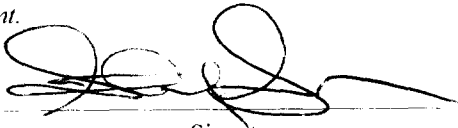
7. Total fee (37 CFR 3.41).....\$ **140.00**  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
**500675 – Schulte Roth & Zabel**

(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

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.*

**Stanley Seuradge**  **August 8, 2002**

Name of Person Signing                              Signature                              Date

Total number of pages including cover sheet, attachments, and document **5**

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

08/22/2002 6TON11 00000140 500675 75886539

01 FC:481 40.00 CH  
02 FC:482 100.00 CH

92769901

**TRADEMARK**  
**REEL: 002568 FRAME: 0599**

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, MAPCO Express, Inc. (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 July 31, 2002 (as amended or otherwise modified from time to time, the "Security Agreement"), in favor of BANK LEUMI USA, as the 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.

[signature page follows]

IN WITNESS WHEREOF, the Assignor has caused this Assignment For Security (Trademarks) to be duly executed by its officer thereunto duly authorized as of July 31, 2002.

MAPCO EXPRESS, INC.

By: \_\_\_\_\_

Name: Uzi Yemin

Title: Chief Financial Officer


STATE OF New York

ss.:

COUNTY OF New York

On this 31<sup>st</sup> day of July, 2002, before me personally came Uzi Yemin, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Chief Financial Officer of MAPCO Express, Inc., a Delaware corporation, and that he executed the foregoing instrument in the firm name of MAPCO Express, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

JORGE S. WAGNER  
Notary Public - State of New York  
No. 02WA6062651  
Qualified in New York County  
My Commission Expires Aug. 13, 2005



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SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

(TRADEMARKS)

<u>Trademark Name</u>	<u>Registration Number</u>
East Coast	918,275
East Coast	2,000,128
Dave's All American Hot Dogs	75,886,539
Kitchen Counter	2,358,539
Mom's To Go	2,363,154