

10-28-2002



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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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TRADEMARKS ONLY

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

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

1. Name of conveying party(ies): 10-24-02
Dilmor Oil Company, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other South Carolina corporation
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: The Pantry, Inc.
Internal Address: _____
Street Address: 1801 Douglas Drive
City: Sanford State: NC Zip: 27330
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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 _____
Execution Date: 07/15/1999

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1213614,
1214437 and 2326263

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Michael E. Weddington
Internal Address: Smith, Anderson, Blount,
Dorsett, Mitchell & Jernigan, L.L.P.
Street Address: _____
2500 First Union Capitol Center
City: Raleigh State: NC Zip: 27601

6. Total number of applications and registrations involved: 3
7. Total fee (37 CFR 3.41).....\$ 90.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
10/28/2002 DBYRNE 00000005 1213614
Michael E. Weddington
Name of Person Signing

Michael E. Weddington
Signature

October 18, 2002
Date

Total number of pages including cover sheet, attachments, and document: 9

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

TRADEMARK
REEL: 002605 FRAME: 0026

ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION is made this 15th day of July, 1999, by and between DILMAR OIL COMPANY, INC., a South Carolina corporation (the "ASSIGNOR"), and THE PANTRY, INC., a Delaware corporation ("ASSIGNEE"), pursuant to that certain Asset Purchase Agreement dated as of the 21st day of June, 1999, by and between ASSIGNOR and ASSIGNEE (the "Purchase Agreement"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement.

ASSIGNOR hereby assigns, conveys, transfers and delivers to ASSIGNEE all of its right, title and interest in and to the following assets (collectively, the "Intangible Assets"):

- A. Computer software documentation (subject to applicable license agreements) utilized in the Stores, including source code and systems documentation and telephone switches related to point-of-sale and petroleum dispensing equipment;
- B. All right and interest of ASSIGNOR in, to and under the contracts identified on Schedule 1 attached hereto and incorporated herein by reference;
- C. All rights, interests, and claims under the Trust Fund, or any other fund, program, or insurance policy relating to payment or reimbursement of costs, expenses or damages related to releases from underground storage tanks;
- D. All claims, rights, choses-in-action of ASSIGNOR with respect to or against any third party who is or may be liable, in whole or in part, for any damages arising out of petroleum product or hazardous substances contamination occurring prior to closing for which ASSIGNEE may be legally or contractually liable or which in any way may result in or cause or contribute to a claim for damages against ASSIGNEE;
- E. The name "Food Chief," all variations thereof, all trademark and tradename registrations, and the good will associated therewith and with the Business;
- F. The Fleet Card Program and the Fleet Card Receivables; and
- G. All licenses and other intangible assets used in connection with the operation of the Business, except those assets identified in the Purchase Agreement as "Excluded Assets."

Except as expressly set forth above or in the Purchase Agreement, ASSIGNOR covenants that it is seized of said Intangible Assets in fee and has the right to convey the same in fee simple, that the same are free and clear of all liens and encumbrances and that it will warrant and defend the title thereto against the lawful claims of all persons whomsoever.

Subject to the terms and provisions of the Purchase Agreement, ASSIGNEE does hereby assume ASSIGNOR's obligations under the contracts identified on Schedule 1 attached hereto which are incurred or accrue from and after the Closing.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Assignment and Assumption to be executed by their respective officers, by authority duly given, as of the day and year first above written.

ASSIGNOR:

DILMAR OIL COMPANY, INC.

By: *[Signature]*
Name:
Its: *President*

ASSIGNEE:

THE PANTRY, INC.

By: *[Signature]*
Name: DANIEL O MCCORMACK
Its: *SUPRESIDENT MERCHANDISING*

SCHEDULE 1

Contracts

1. [INTENTIONALLY OMITTED]
2. [INTENTIONALLY OMITTED]
3. Participation Agreement - Specific Information (Logo) Sign Program (No. 83801001) dated July 1, 1997 between South Carolina Logos, Inc. and Dilmar Oil Company, Inc.
4. Participation Agreement - Specific Information (Logo) Sign Program dated August 31, 1995 between South Carolina Logos, Inc. and Dilmar Oil Company, Inc.
5. Participation Agreement - Specific Information (Logo) Sign Program dated September 1, 1998 between South Carolina Logos, Inc. and Dilmar Oil Company, Inc.
6. Participation Agreement - Specific Information (Logo) Sign Program dated July 31, 1998 between South Carolina Logos, Inc. and Dilmar Oil Company, Inc.
7. Sublease (No. 15371) between Doctor's Associates, Inc./Subway and Robert E. Atkinson, Jr. (Store #26)
8. Sublease (No. 17739) (undated) between Subway Real Estate Corp. and Robert E. Atkinson, Jr. (Store #48)
9. Sublease (No. 18213) dated April 12, 1996 between Subway Real Estate Corp. and Robert E. Atkinson, Jr. (Store #43)
10. Sublease (No. 16864) dated March 27, 1995 between Subway Real Estate Corp. and Robert E. Atkinson, Jr. (Store # 27)
11. Sublease (No. 16199) dated September 7, 1994 between Subway Real Estate Corp. and Robert E. Atkinson, Jr. (Store #30)
12. [INTENTIONALLY DELETED]
13. Nontraditional Location Franchise Agreement (No. F96/97 081) dated August 14, 1996 between Blimpie International, Inc. and Dilmar Oil Company, Inc.
14. Agreement for Fuel Purchase Services dated January 28, 1998 by and between Horry County Council and Dilmar Oil Company, Inc.

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15. Coin Machine Profit Sharing Agreement dated May 29, 1998 by and between Rosemary Coin Machines, R.C.M., Inc. and Dilmar Oil Company, Inc.
16. Automotive Lease Agreement (No. 002247-02000) dated June 7, 1993 between NationsBanc Leasing Corp. and Dilmar Oil Company, Inc. (See also Schedule 2.1(m))
17. Equipment Leasing Agreement (No. 3002101) dated December 21, 1998 between Verifone Finance, Inc. and Dilmar Oil Company, Inc.
18. Equipment Leasing Agreement (No. 3002102) dated December 21, 1998 between Verifone Finance, Inc. and Dilmar Oil Company, Inc.
19. Equipment Leasing Agreement (No. 3002103) dated February 19, 1999 between Verifone Finance, Inc. and Dilmar Oil Company, Inc. (Stores #21 and #22)
20. Equipment Leasing Agreement (No. 3002104) dated February 19, 1999 between Verifone Finance, Inc. and Dilmar Oil Company, Inc. (Stores # 21, #22 and #46)
21. Equipment Leasing Agreement (No. 3002105) dated February 22, 1999 between Verifone Finance, Inc. and Dilmar Oil Company, Inc. (Store #39)
22. Equipment Leasing Agreement (No. 3002106) dated March 16, 1999 between Verifone Finance, Inc. and Dilmar Oil Company, Inc. (Store #33)
23. See Schedule 2.1(m) (see attached)
24. See Schedule 2.3(b) (see attached)

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SCHEDULE 1 - Item 23

Motor Vehicle Leases

1. 1999 Plymouth Voyager FW Serial # 3744 - NationsBank Leasing Corp. # 2027060 (See Item #16 on Schedule 2.1(f))
2. 1999 Plymouth Voyager FW Serial # 3746 - NationsBank Leasing Corp. # 2017078 (See Item #16 on Schedule 2.1(f))
3. 1999 Plymouth Voyager FW Serial # 3745 - NationsBank Leasing Corp. # 2027086 (See Item #16 on Schedule 2.1(f))

R-2988024

Unamortized Oil Company Rebates

1. Texaco Star Enterprise Wholesale Marketer Improvement Plan:

- | | |
|-------------------|--|
| a. Store No. 23 | Agreement No: 21-2360 - WIA |
| b. Store No. 24 | Agreement No: 21-2460 - WIA |
| c. Store No. 26 | Agreement No: 21-2352 - WIA |
| d. Store No. 27 | Agreement No: 21-2354 - WIB |
| e. Store No. 28 | Agreement No.: 21-2356 - WIB |
| f. Store No. 29 | Agreement No: 21-2358 - WIB |
| g. Store No.30 | Agreement No: 21-2461 - WIB |
| h. Store No.32 | Agreement No: 21-2357- WIB |
| i. Store No. 33 | Agreement No: 21-2355 - WIB |
| j. Store No. 34 | Agreement No: 21-2462 - WIC |
| k. Store No.35 | Agreement No: 21-0847 - R |
| l. Store No. 35 | Agreement No: 21-0847- WIA |
| m. Store No 37 | Agreement No: 21-2353 - WIB |
| n. Store No. 41 | Agreement No: 21-2463 - WIC |
| o. Store No. 42 | Agreement No: 21-2359 - WIC |
| p. Store No. 49 | Agreement No: 21-0938 - N |
| q. Store No. 49 | Agreement No: 21-0938 - J |
| r. Store No. 28 | Agreement No: 21-0736 - C |
| s. Store No. 26 | Agreement No: 21-0391 - N |
| t. Store No. 26 | Agreement No: 21-0391 - J |
| u. Store No. 23 | Agreement No: 22-1407 - R |
| v. Store No. 42 | Agreement No: 22-1319 - C |
| w. Various Stores | CRINDS Incentives (card reader and dispensers) |

Total liability under these agreements does not exceed \$524,128.83. Please see attached for actual amounts outstanding per agreement.

2. Exxon Company, U.S.A. Brand Growth Program:

- | | |
|-----------------|--|
| a. Store No. 20 | Loan Request # MAP880607.1 |
| b. Store No. 21 | Loan Request # MAP890556.1,
MAP890556.2,
MAP940117.1,
MAP940137.2,
MAP980742.1,
and MAP940137.3 |
| c. Store No. 46 | Loan Request # MAP980688.1 |
| d. Store No. 39 | Loan Request # MAP980669.1,
and MAP890015.1 |
| e. Store No. 40 | Loan Request # MAP980670.1. |

MAP890196.1,
and MAP890196.3

f. Store No. 48 Loan Request # MAP950636.2,
and MAP950636.1

g. Store No. 31 Loan Request # MAP980152.1,
and MAP880606.1

h. Store No. 36 Loan Request # MAP970616.1

i. Store No. 45 Loan Request # MAP960688.1

j. Store No. 22 Loan Request # MAP950414.3,
MAP950414.1,
and MAP950414.2

k. Store No. 38 Loan Request # MAP880633.1

l. Store No. 43 Loan Request # MAP910067.1

m. Store No. 44 Loan Request # MAP910097.1

Total liability under these agreements does not exceed \$364,000.

NAME	#	#	CD	ADDRESS	CITY	START	END	RECP. YR.	RECP. AMT
DILMAR OIL	22	1319	C	503 S RICHARDSON ST	LATTA	6-1-93	5-31-96	5	NONE
DILMAR OIL	22	1407	R	I-95 & HWY 76	FLORENCE	4-1-94	3-31-97	7	\$ 22,087.59
DILMAR OIL	21	0391	J	I-95 & SC 38	LATTA	8-1-94	7-1-98	5	\$ 54.31
DILMAR OIL	21	0391	N	I-95 & SC 38	LATTA	8-1-94	7-1-98	5	\$ 1,074.52
DILMAR OIL	21	0736	C	1929 10th AVE N	MYRTLE BEACH	2-1-96	1-1-99	10 YR/100%1-5	\$ 25,245.79
DILMAR OIL	21	0847	WIA	1600 CHURCH ST	CONWAY	4-1-98	3-31-01	10 YR/100%1-5	\$ 21,685.20
DILMAR OIL	21	0847	R	1600 CHURCH ST	CONWAY	7-1-98	6-30-99	10 YR/100%1-5	\$ 93,083.58
DILMAR OIL	21	0938	J	1405 S KINGS HWY	MYRTLE BEACH	9-1-97	8-31-98	10 YR/100%1-5	\$ 2,576.61
DILMAR OIL	21	0938	N	1405 S KINGS HWY	MYRTLE BEACH	6-1-97	5-31-01	10 YR/100%1-5	\$ 25,281.06
DILMAR OIL	21	2352	WIA	I 95 & SC 38	LATTA	8-1-98	7-31-01	10 YR/100%1-5	\$ 24,811.70
DILMAR OIL	21	2353	WIB	1401 ELIBERTY ST	MARION	7-1-98	6-30-01	10 YR/100%1-5	\$ 20,616.06
DILMAR OIL	21	2354	WIB	US 17 & HWY 50	LITTLE RIVER	7-1-98	6-30-01	10 YR/100%1-5	\$ 19,970.49
DILMAR OIL	21	2355	WIB	US 501 & 3RD ST	MYRTLE BEACH	7-1-98	6-30-01	10 YR/100%1-5	\$ 21,238.50
DILMAR OIL	21	2356	WIB	10TH & SEABOARD	MYRTLE BEACH	7-1-98	6-30-01	10 YR/100%1-5	\$ 7,098.12
DILMAR OIL	21	2357	WIB	HWY 544	CONWAY	7-1-98	6-30-01	10 YR/100%1-5	\$ 18,839.08
DILMAR OIL	21	2358	WIB	2ND AVE & HAMPTON ST	DILLON	7-1-98	6-30-01	10 YR/100%1-5	\$ 22,142.88
DILMAR OIL	21	2359	WIC	303 S RICHARDS ST	LATTA	7-1-98	6-30-01	10 YR/100%1-5	\$ 14,468.75
DILMAR OIL	21	2360	WIA	3817 W PALMETTO	FLORENCE	7-1-98	6-30-01	10 YR/100%1-5	\$ 33,020.34
DILMAR OIL	21	2480	WIA	200 MCINTYRE	MULLINS	4-1-98	3-31-01	10 YR/100%1-5	\$ 30,934.62
DILMAR OIL	21	2461	WIB	4735 E PALMETTO ST	FLORENCE	4-1-98	3-31-01	10 YR/100%1-5	\$ 18,497.11
DILMAR OIL	21	2482	WIC	210 NATIONAL CEMETARY R	FLORENCE	4-1-98	3-31-01	10 YR/100%1-5	\$ 8,567.30
DILMAR OIL	21	2463	WIC	2875 HWY 501 E	AYNOR	4-1-98	3-31-01	10 YR/100%1-5	\$ 16,025.22
TOTAL									\$ 445,128.83

\$524,128.83