

01-07-2004



102639603

TRADEMARKS ONE

Form PTO-1594

(Rev 6-93)

U.S. Department of Commerce

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):  
MAC'S CONVENIENCE STORES LLC

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporations  
 Other Limited Liability Company

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: December 17, 2003

2. Name and address of receiving party(ies):  
 Name: NATIONAL BANK OF CANADA, as Collateral Agent  
 Internal Address: Fifth Floor

Street Address: 1155 Metcalfe Street

City: Montreal State: Quebec ZIP: H3B 4S9

Country: Canada

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation  
 Other Bank

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

4. Application number(s) or trademark number(s):  
 If this document is being filed together with a new application, the execution date of the application is \_\_\_\_\_

A. Trademark Application No.(s)  
 See attached

B. Trademark No.(s)  
 See attached

Additional numbers attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Nora A. Whitescarver  
 Internal Address: Mayer Brown, Rowe & Maw

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 20

7. Total fee (37 CFR 3.41): \$515.00  
 Enclosed (Check No. 2846)  
 Authorized to be charged to deposit account

8. Deposit account number:  
 (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.

Nora A. Whitescarver      [Signature]      January 7, 2003  
 Name of Person Signing      Signature      Date

Total number of pages comprising cover sheet and document attachments: 9

1-7-04

RECEIVED  
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02 FC:8522 475.00 DP

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**SCHEDULE I**

**TRADEMARK SECURITY AGREEMENT**

MAC'S CONVENIENCE STORES LLC  
("GRANTOR")

**ITEM-A**                      **GRANTOR'S TRADEMARKS**

	REGISTRATION NO.	TRADEMARK
0001:	1553316	BIGFOOT
0002:	1955559	BIGFOOT
0003:	2050270	BIGFOOT
0004:	2105542	BIGFOOT
0005:	2174273	BIGFOOT BUCKET
0006:	2097156	BIGFOOT SNAX
0007:	1390392	COOL 'N CLEAR
0008:	2319490	DAIRY MART DM
0009:	2319497	DM DAIRY MART
0010:	2319498	DM DAIRY MART
0011:	2319499	DM DAIRY MART
0012	1842185	Service Mark
0013	2755627	Service Mark
0014	1249963	LAKESIDE
0015	0676151	LAWSON'S
0016	1309259	LAWSONS OLD FASHIONED
0017	1302669	MIGHTY MUG
0018	1335771	SPECIAL OCCASION
0019	2065159	STOMP IN AND WIN
0020	0844227	THE BIG 'O'

[EXECUTION COPY]

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 17, 2003 (this "Agreement"), is made between MAC'S CONVENIENCE STORES LLC (the "Grantor"), in favor of NATIONAL BANK OF CANADA, as Collateral Agent (together with its successor(s) thereto in such capacity, the "Collateral Agent") for the benefit of each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of December 17, 2003 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among ACT, certain of its Canadian wholly-owned Subsidiaries, as set forth on the signature pages thereto (such Subsidiaries collectively referred to as the "Canadian Borrowers"), the Grantors and, immediately following the consummation of the Acquisition pursuant to a joinder agreement in form and substance satisfactory to the Arrangers, Circle K Stores Inc. (together with the Grantors, collectively referred to as the "U.S. Borrowers"), and the U.S. Borrowers together with the Canadian Borrowers, collectively referred to as the "Borrowers"), the various financial institutions and other Persons from time to time parties thereto, as the Lenders, National Bank of Canada, as the Canadian Administrative Agent and the Collateral Agent and Canadian Imperial Bank of Commerce, as the U.S. Administrative Agent, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a U.S. Borrower Pledge and Security Agreement, dated as of December 17, 2003 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

**SECTION 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

**SECTION 2. Grant of Security Interest.** The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto.

**SECTION 3. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the

Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Collateral Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Collateral Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

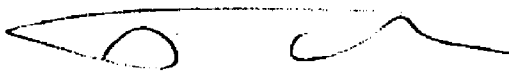
SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article XI thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

\* \* \* \* \*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

MAC'S CONVENIENCE STORES LLC

By:   
Title: *Authorized Signatory*

NATIONAL BANK OF CANADA,  
as Collateral Agent

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

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


IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

MAC'S CONVENIENCE STORES LLC

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

NATIONAL BANK OF CANADA,  
as Collateral Agent

By:  \_\_\_\_\_  
Title: VP

By:  \_\_\_\_\_  
Title: V.P.

# SCHEDULE I

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("GRANTOR")

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0017	1302669	MIGHTY MUG
0018	1335771	SPECIAL OCCASION
0019	2065159	STOMP IN AND WIN
0020	0844227	THE BIG 'O'



**❖ SUBLICENSE IN ALIMENTATION COUCHE-TARD'S NAMES & MARKS**

Agreement dated December 19, 2002, between Mac's Hungary Services LLC ("Licensor") and Mac's Convenience Stores LLC ("Licensee") pursuant to which the Licensor has sublicensed to the Licensee the use of trade names, trademarks and other related Names and Marks to which Alimentation Couche-Tard is the owner.