

01-07-2004



Form PTO-1594

(Rev 6-93)

102639601

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.

1-7-04

1. Name of conveying party(ies):
CIRCLE K STORES INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporations
 Other _____

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: 31

7. Total fee (37 CFR 3.41): \$790.00
 Enclosed (Check No. 2844)
 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 Nora A. Whitescarver January 7, 2003
Name of Person Signing Signature Date

Total number of pages comprising cover sheet and document attachments: 22

01/08/2004 LNUELLER 00000016 1527460
01 FC:0521 40.00 DP
02 FC:0522 750.00 DP

20620401.1 03228879

TRADEMARK
REEL: 002895 FRAME: 0362

SCHEDULE I

TRADEMARK SECURITY AGREEMENT

CIRCLE K STORES INC.
("GRANTOR")

ITEM-A GRANTOR'S TRADEMARKS

Country State	Trademark	Registration No.	Registration Date	Renewal Date	Application No.
Florida	CIRCLE K	T04951	4/9/1986	4/9/2006	N/A
United States	ALL YOU WANT TODAY	1,527,460	2/28/1989	2/28/2009	73/684,677
United States	ALL YOU WANT TODAY IS AT YOUR CIRCLE K	1,494,657	6/28/1988	6/28/2008	73/684,680
United States	CIRCLE K	78/196,644			
United States	CIRCLE K	78/196,643			
United States	CIRCLE K STRIKE OUT METER	2,380,480	08/29/00	08/29/10	75/560,268
United States	CIRCLEK.COM	2,737,368	07/15/03	07/15/13	76/036,955
United States	FRESHEST COFFEE GOING & Design	2,229,035	05/20/98	05/20/08	75/488,353
United States	GAS & Design	1,480,136	03/08/98	03/08/08	633,106
United States	GAS & Design	1,480,002	03/08/88	03/08/08	633,130
United States	GROCERY EXPRESS	1,952,419	01/30/96	01/30/06	75/542,512
United States	K & design	2,279,023	09/21/99	09/21/09	75/461,858
United States	K & Design	770,529	05/26/94	05/26/04	72/167,217
United States	K & Design	2,746,574	08/05/03	08/05/13	76/413,555
United States	K & Design				78/196-641
United States	K & Design				78/196,640
United States	K & Design				78/327,612
United States	K A BETTER WAY & Design	2,144,462	03/17/98	03/17/08	75/243,529
United States	K EXPRESS & Design	2,257,261	06/29/99	06/29/09	75/515,936
United States	K SHORT ORDERS & Designs	2,629,981	10/08/02	10/08/12	76/063,972
United States	PAY AT THE PUMP & Design	2,347,413	05/02/00	05/02/10	74/681,692
United States	QUICKFLICK	1,514,908	11/29/88	11/29/08	73/719,856

Mtl # 985667.2

TRADEMARK
REEL: 002895 FRAME: 0363

Country State	Trademark	Registration No.	Registration Date	Renewal Date	Application No.
United States	SMOKEBREAK	2,242,103	04/27/99	04/27/09	75/372,771
United States	SMOKEBREAK & DESIGN	2,486,204	09/04/01	09/04/11	75/893,184
United States	THE FROZEN ZONE	2,365,095	07/04/00	07/04/10	75/569,855
United States	THIRST BUSTER - NOTHING'S COOLER	2,371,314	10/08/99	10/08/09	75/818,887
United States	THIRST BUSTER - NOTHING'S COOLER & Design	2,711,167	04/29/03	04/29/13	76/415,214
United States	THIRST FREEZER - DANGEROUSLY COLD	2,348,797	05/09/00	05/09/10	75/68,958
United States	ZAPLINK				76/327/612
United States	ZOOMFEST	2,678,983	10/25/01	10/25/11	76/327,487
United States	WHAT ELSE DO YOU NEED?				76/522,492
United States	BEVERAGE DEPOT	34,929			

Andorra	CIRCLE K (words only)	6,114	05/07/97	05/07/07	6628
Andorra	NEW K LOGO	6,116	05/07/97	05/07/07	6627

Antigua & Barbuda	THIRST BUSTER	3,594	10/19/93	10/19/07	3594
Antigua & Barbuda	CIRCLE K (words only)	3,631	12/16/93	12/16/07	3631
Antigua & Barbuda	K CIRCLE K & Design	3,663	05/24/94	05/23/08	3663
Antigua & Barbuda	CIRCLE K (words only)	3,689	05/25/94	05/25/08	3689

Argentina	NEW K LOGO IN COLOR	1692063	10/1/1998	10/1/2008	2089297
Argentina	K & DEVICE	1779023			1660379

Aruba	CIRCLE K	14894	9/24/1998	9/8/2008	VM-980921.20
Aruba	K & Design	14895	9/9/1998	9/8/2008	VM-980921.21
Aruba	THIRSTBUSTER	17739	12/19/1995	12/18/1995	IM-951219.11
Aruba	NEW K LOGO	18779	8/11/1997	8/10/2007	IM-970811.12
Aruba	NEW K LOGO IN COLOR	18780	8/11/1997	8/10/2007	IM-970811.13

Australia	CIRCLE K WITH K LOGO	A499907	11/18/1988	11/18/2009	
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Mil # 985667.2

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 17, 2003 (this "Agreement"), is made between CIRCLE K STORES INC. (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 Supplement No. 1, dated as of December 17, 2003, to 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.

CIRCLE K STORES INC.

By: 
Title: *Authorized Signatory*

NATIONAL BANK OF CANADA,
as Collateral Agent

By: _____
Title: _____

By: _____
Title: _____


17185698

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.

CIRCLE K STORES INC.

By: _____
Title:

NATIONAL BANK OF CANADA,
as Collateral Agent

By: 
Title: VP

By: 
Title: Vice - President

17185691

SCHEDULE I

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CIRCLE K STORES INC.
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United States	CIRCLE K	78/196,643			
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United States	QUICKFLICK	1,514,908	11/29/88	11/29/08	73/719,856

Md # 985667.2

TRADEMARK
REEL: 002895 FRAME: 0370

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United States	SMOKEBREAK & DESIGN	2,486,204	09/04/01	09/04/11	75/893,184
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United States	THIRST BUSTER - NOTHING'S COOLER	2,371,314	10/08/99	10/08/09	75/818,887
United States	THIRST BUSTER - NOTHING'S COOLER & Design	2,711,167	04/29/03	04/29/13	76/415,214
United States	THIRST FREEZER - DANGEROUSLY COLD	2,348,797	05/09/00	05/09/10	75/68,958
United States	ZAPLINK				76/327/612
United States	ZOOMFEST	2,678,983	10/25/01	10/25/11	76/327,487
United States	WHAT ELSE DO YOU NEED?				76/522,492
United States	BEVERAGE DEPOT	34,929			

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Andorra	NEW K LOGO	6,116	05/07/97	05/07/07	6627

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Argentina	K & DEVICE	1779023			1660379

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Aruba	K & Design	14895	9/9/1998	9/8/2008	VM-980921.21
Aruba	THIRSTBUSTER	17739	12/19/1995	12/18/1995	IM-951219.11
Aruba	NEW K LOGO	18779	8/11/1997	8/10/2007	IM-970811.12
Aruba	NEW K LOGO IN COLOR	18780	8/11/1997	8/10/2007	IM-970811.13

Australia	CIRCLE K WITH K LOGO	A499907	11/18/1988	11/18/2009	
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MI # 985667.2

Country State	Trademark	Registration No.	Registration Date	Renewal Date	Application No.
Australia	CIRCLE K WITH K LOGO	A499912	11/18/1988	11/18/2009	
Australia	CIRCLE K WITH K LOGO	A499908	11/18/1988	11/18/2009	
Australia	CIRCLE K WITH K LOGO	A499910	11/18/1998	11/18/2009	
Australia	CIRCLE K WITH K LOGO	A499911	11/18/1998	11/18/2009	
Australia	THIRSTBUSTER	A522029	10/26/1989	10/26/2006	

Bangladesh	K LOGO				40819
Bangladesh	CIRCLE K				40820
Bangladesh	K LOGO				40822
Bangladesh	CIRCLE K				40823
Bangladesh	CIRCLE K				40826

Bermuda / Renewal Pending	K LOGO	27409	12/8/1995	12/8/2002	27409
Bermuda	NEW K LOGO				34950

Brazil	CIRCLE K & K LOGO	816396523	11/12/1996	11/12/2006	816396523
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Brunei	CIRCLE K & K LOGO (COLOR)	17368	6/4/1998	6/4/2012	20799
Brunei	THIRST BUSTER	17422	6/4/1998	6/4/2012	20798
Brunei	CIRCLE K & K LOGO (COLOR)	17627	6/4/1998	6/4/2012	20801
Brunei	CIRCLE K LOGO COLOR	17707	6/4/1998	6/4/2012	20803
Brunei	CIRCLE K & K LOGO (COLOR)	17710	6/4/1998	6/4/2012	20800

Cambodia	CIRCLE K	4635	6/29/1994	6/21/2004	4637
Cambodia	CIRCLE K	4636	6/29/1994	6/21/2004	4638
Cambodia	K LOGO	4639	6/29/1994	6/21/2004	4641
Cambodia	K LOGO	4638	6/29/1994	6/21/2004	4640
Cambodia	THIRSTBUSTER	4640	6/29/1994	6/21/2004	4642

Canada	K IN CIRCLE DESIGN	325,709	4/18/2002	4/10/2017	553251
Canada	CIRCLE K	325,710	4/18/2002	4/10/2017	553250

MH # 985667.2

Country State	Trademark	Registration No.	Registration Date	Renewal Date	Application No.
Canada	K IN CIRCLE DESIGN				1,139,454

Chile	THIRSTBUSTER	468062	9/24/1996	9/24/2006	318884
Chile	CIRCLE K	468063	9/24/1996	9/24/2006	318885
Chile	K LOGO	468064	9/24/1996	9/24/2006	318886
Chile	K LOGO	468065	9/24/1996	9/24/2006	318889
Chile	K LOGO	495086	10/21/1997	10/21/2007	318887
Chile	CIRCLE K				
Chile	CIRCLE K				

China	CIRCLE K	772373	11/21/1994	11/21/2004	93086984
China	K LOGO	772374	11/21/1994	11/20/2004	93086982
China	YUAN KE IN CHINESE CHARACTERS & K Logo	772375	11/21/1994	11/20/2004	93086986
China	YUAN KE IN CHINESE CHARACTERS	772376	11/21/1994	11/20/2004	93086988
China	K LOGO	772450	11/21/1994	11/20/2004	93086981
China	K LOGO	774538	12/28/1994	12/27/2004	93086983
China	YUAN KE IN CHINESE CHARACTERS	774539	12/28/1994	12/27/2004	93086989
China	YUAN KE IN CHINESE CHARACTERS & K	774540	12/28/1994	12/27/2004	93086987
China	CIRCLE K	775015	1/7/1995	1/7/2005	93086985
China	K LOGO (COLOR)	778134	2/21/1995	2/20/2005	93086980
China	NEW K LOGO IN COLOR	1235908	12/28/1998	12/28/2008	970091695
China	NEW K LOGO	1235909	12/28/1998	12/28/2008	970091694
China	OK CONVENIENCE STORES IN CHINESE	1487566	12/7/2000	12/6/2010	93086990
China	OK & CONVENIENCE STORES in Chinese Characters	1487701	12/7/2000	12/6/2010	93086991
China	NEW K LOGO IN COLOR	1532374	3/7/2001	3/6/2011	970091697
China	NEW K LOGO	1532375	3/7/2001	3/7/2011	970091695
China	NEW K LOGO IN COLOR	1553683	4/14/2001	4/13/2011	970091686
China	NEW K LOGO	1560878	4/28/2001	4/27/2011	970091696
China	NEW K LOGO	1789337	6/14/2002	6/13/2012	2000194626
China	NEW K LOGO	2015488	8/28/2002	8/27/2012	2000194627

Mil # 985667.2

Country State	Trademark	Registration No.	Registration Date	Renewal Date	Application No.
Colombia	CIRCLE K	182628	12/29/1995	12/29/2005	95023632
Colombia	THIRSTBUSTER	182629	12/29/1995	12/29/2005	95023631
Colombia	CIRCLE K	184319	2/27/1996	2/27/2006	95023637
Colombia	CIRCLE K	206505	10/28/1997	10/28/2007	95023633
Colombia	CIRCLE K	249607	2/22/2002	4/9/2012	95023634
Colombia	CIRCLE K				95024023

Costa Rica	CIRCLE K (words)	72256	6/4/2000	6/4/2010	72256
Costa Rica	K & Design	72514	5/29/2000	6/1/2010	72514
Costa Rica	THIRSTBUSTER	96102	8/14/1996	8/14/2006	

Cuba	THIRSTBUSTER	124459	9/12/1996	1/4/2007	15/96
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Czech	THIRSTBUSTER	190871	5/21/1996	6/5/2005	100906
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Ecuador	CIRCLE K	DNP-438-99	5/18/1999	5/18/2009	62183
Ecuador	THIRSTBUSTER	DNPI-1936-97	8/5/1997	8/5/2007	62184

Egypt	THIRSTBUSTER	96085	3/1/1999	6/12/2005	96085
Egypt	K LOGO	96086	5/6/2000	6/12/2005	96086
Egypt	K LOGO	96088	9/19/2002	9/19/2012	96088
Egypt	K LOGO	96089	8/17/1999	6/12/2005	96089
Egypt	CIRCLE K	96090	2/2/2002	6/12/2005	96090
Egypt	CIRCLE K	96091	5/13/1999	6/12/2005	96091

El Salvador	K & Design	111	6/27/1990	6/27/2010	793/89
El Salvador	K & Design	144	7/10/1990	7/10/2010	795/89

European Union	CIRCLE K	1827393	3/19/2002	8/28/2010	1827393
European Union	K LOGO (new)				478867

Mtl # 985667.2

Country State	Trademark	Registration No.	Registration Date	Renewal Date	Application No.
France	CIRCLE K & K LOGO	1454121	9/18/1998	3/11/2008	912972
Germany	THE CIRCLE K CORP & Logo	1160526	6/9/1988	6/30/2008	NA
Greece	CIRCLE WITH K LOGO	95224	8/20/2000	8/21/2009	NA
Guatemala	K EXPRESS LOGO				1994-02397
Guatemala	K LOGO				
Haiti	CIRCLE K	155/110	4/24/1997	6/27/2007	200-R
Haiti	K LOGO	156/110	4/24/1997	6/27/2007	201-R
Haiti	THIRSTBUSTER	157/110	4/24/1997	6/27/2007	199-R
Honduras	THIRSTBUSTER	71.947	6/17/1998	6/17/2008	11763/95
Honduras	K LOGO				
Hong Kong	YUAN KE in Chinese Characters	4734/95	3/2/1993	3/2/2014	1988/93
Hong Kong	CIRCLE K	5648/93	3/2/1992	3/2/2013	6577/92
Hong Kong	CIRCLE K with CONVENIENCE STORES in Chinese	6965/97	3/2/1992	3/2/2013	6578/92
Hong Kong	K LOGO	10241/2001	3/2/1992	3/2/2013	6576/92
Hong Kong	NEW K LOGO	B8682/2002	6/21/1997	7/21/2004	10254197
Hong Kong	NEW K Logo (in color)	B922/2003	7/21/1997	7/21/2004	10255/97
Hong Kong	OK & CONVENIENCE STORES (OK BIAN LI DIAN)				26734/2000
Hong Kong	OK & CONVENIENCE STORES (OK BIAN LI DIAN)				26735/2000
Hungary	THIRSTBUSTER	146649	10/16/1997	5/26/2005	M9501511
Hungary	CIRCLE K	147604	11/11/1997	5/26/2005	M9501513
Hungary	K LOGO	147606	11/11/1997	5/26/2005	M9501512
India	CIRCLE K				630535

Mtl # 985667.2

Country State	Trademark	Registration No.	Registration Date	Renewal Date	Application No.
India	CIRCLE K				630534
India	CIRCLE K				630533
India	K LOGO				630725
India	K LOGO				630727
India	K LOGO				630726
India	THIRSTBUSTER				630537

Indonesia	CIRCLE K	328038	2/14/1995	11/13/2003	N/A
Indonesia	NEW K Logo (in color)	469848	3/22/2001	2/7/2010	D00-1806
Indonesia	NEW K Logo (in color)	469849	3/22/2001	2/7/2010	D00-1807
Indonesia	NEW K Logo (in color)	470085	3/23/2001	2/7/2010	D00-1808
Indonesia	NEW K LOGO				J97-18807
Indonesia	NEW K LOGO IN COLOR				J97-18806

Ireland	CIRCLE with K Logo	131723	11/16/1988	11/16/2009	NA
Ireland	CIRCLE with K Logo	131724	11/16/1988	11/16/2009	NA
Ireland	CIRCLE with K Logo	131725	11/16/1988	11/16/2009	NA
Ireland	CIRCLE with K Logo	131726	11/16/1988	11/16/2009	NA
Ireland	CIRCLE with K Logo	131727	11/16/1988	11/16/2009	NA

Israel	CIRCLE K	98852	5/25/2002	5/25/2016	98852
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Korea	CIRCLE K & K Logo	7268	7/20/1987	7/20/2007	96-488
Korea	CIRCLE K (No. 2) in it's Korean Transliteration	53195	2/8/1999	2/8/2009	98-1016
Korea	CIRCLE K (No. 1) in it's Korean Transliteration No. 1	53197	2/8/1999	2/8/2009	98-1015
Korea	NEW K Logo	55241	6/11/1999	6/11/2009	97-11396
Korea	NEW K Logo in Color	55242	6/11/1999	6/11/2009	97-11397
Korea	OK in plain block letters plus Korean translation No. 1	55264	6/14/1999	6/14/2009	98-1334
Korea	CIRCLE K with K Logo	134938	12/17/1996	12/17/2006	96-7870
Korea	CIRCLE K with K Logo	136579	1/9/1987	1/9/2007	86-10055
Korea	CIRCLE K with K Logo	141445	6/5/1987	6/5/2007	96-8612

Mtl # 985667.2

Country State	Trademark	Registration No.	Registration Date	Renewal Date	Application No.
Korea	CIRCLE K with K Logo	141446	6/5/1987	6/5/2007	96-8610
Korea	CIRCLE K with K Logo	141447	6/5/1987	6/5/2007	96-8611
Korea	CIRCLE K with K Logo	141869	6/11/1987	6/11/2007	96-8609
Korea	CIRCLE K with K Logo	143287	7/20/1987	7/20/2007	96-8608
Korea	CIRCLE K with K Logo	143288	7/20/1987	7/20/2007	96-8606
Korea	CIRCLE K with K Logo	143289	7/20/1987	7/20/2007	96-8607
Korea	CIRCLE K with K Logo	143290	7/20/1987	7/20/2007	96-8605
Korea	CIRCLE K with K Logo	144407	8/17/1987	8/17/2007	96-8064
Korea	CIRCLE K with K Logo	145231	9/12/1987	9/12/2007	96-8603
Korea	CIRCLE K with K Logo	146647	10/24/1987	10/24/2007	96-8602
Korea	CIRCLE K with K Logo	146648	10/24/1987	10/24/2007	96-8601
Korea	CIRCLE K with K Logo	148893	12/22/1987	12/22/2007	96-8600
Korea	CIRCLE K with K Logo	148894	12/22/1987	12/22/2007	96-8599

Kuwait	THIRSTBUSTER	32088	8/31/1996	8/31/2006	34460
Kuwait	CIRCLE K (Arabic)	<i>waiting for K Logo in class 35 to be registered in the USA</i>			
Kuwait	CIRCLE K (Arabic)	<i>waiting for K Logo in class 35 to be registered in the USA</i>			

Macau / Renewal Pending	CIRCLE K	8846-M	1/7/1993	1/7/2003	8846
Macau / Renewal Pending	OK & Convenience Stores in Chinese Characters	10923-M	2/16/1993	2/16/2003	10923
Macau	New K Logo	N/7427	6/6/2001	6/6/2008	N/7427
Macau	New K Logo	N/7426	6/11/2002	6/11/2009	N/7426

Malaysia	CIRCLE K & K Logo	88/02577	6/3/1988	6/3/2005	88/02577
Malaysia	CIRCLE & K Logo	88/02579	6/3/1988	6/3/2009	88/02579
Malaysia	CIRCLE WITH K LOGO				88/02493
Malaysia	THIRSTBUSTER				94/05287

Mexico	FRESHEST COFFEE GOING! & Design	681179	5/3/2000	5/3/2010	432583
Mexico	New K LOGO (in color)	565292	11/28/1997	9/12/2007	307776

MO # 985667.2

Country State	Trademark	Registration No.	Registration Date	Renewal Date	Application No.
Mexico	New K LOGO (black & white)	567921	1/21/1998	9/12/2007	307777

Netherlands Antilles	CIRCLE K	3281	9/14/2001	9/14/2011	D3520
Netherlands Antilles	CIRCLE K & Design	3280	9/14/2001	9/14/2011	D3519

New Zealand	THIRSTBUSTER	197463	11/9/1989	11/9/2010	NA
New Zealand	CIRCLE K & K LOGO				190415
New Zealand	CIRCLE K & K LOGO				190416

Nicaragua	K Logo	34,385-C.C	6/2/1997	6/2/2007	NA
Nicaragua	THIRSTBUSTER	34,384-C.C	6/2/1997	6/2/2007	NA
Nicaragua	CIRCLE K	54,747-C.C	7/10/2002	7/9/2012	NA

Nigeria	CIRCLE K				TP25633/95/6
Nigeria	K LOGO				TP25634/95/6
Nigeria	K LOGO				TP25635/95/6
Nigeria	CIRCLE K				TP25636/95/6

Paraguay	CIRCLE K	194786	7/10/1997	7/10/2007	20678-95
Paraguay	K Logo	200413	2/17/1998	2/17/2008	20677-95
Paraguay	THIRSTBUSTER	192112	4/18/1997	4/18/2007	20675-95

Peru	CIRCLE K	7880	7/26/1996	7/26/2006	277477
Peru	K Logo	7940	7/31/1996	7/31/2006	277498
Peru	CIRCLE K	20290	10/16/1995	10/16/2005	271425
Peru	CIRCLE K	20291	10/16/1995	10/16/2004	271427
Peru	K Logo	20505	10/26/1995	10/26/2005	271430
Peru	K Logo	20720	11/2/1995	11/2/2005	271424
Peru	K Logo	20876	11/8/1995	11/8/2005	271426
Peru	THIRSTBUSTER	21190	11/20/1995	11/20/2005	271428
Peru	CIRCLE K	21961	12/19/1995	12/19/2005	271429

Md # 985667.2

Country State	Trademark	Registration No.	Registration Date	Renewal Date	Application No.
Philippines	New K Logo				420011714
Poland	CIRCLE K	102726	10/29/1998	8/4/2005	Z150044
Poland	K Logo	102756	10/29/1998	8/4/2005	Z150043
Poland	THIRSTBUSTER	103795	1/15/1999	5/26/2005	Z147316
Portugal	CIRCLE K	314879	10/14/1996	10/14/2006	314879
Puerto Rico	THIRSTBUSTER	38250	2/16/1996	2/16/2006	38250
Russia	CIRCLE K	144305	7/22/1996	5/17/2005	95705355
Russia	THIRSTBUSTER	144306	7/22/1996	5/16/2006	95705356
Russia	K LOGO	145722	9/16/1996	5/16/2005	95705358
Saint Vincent & Grenadines	K Logo & CIRCLE K	97 of 1993	4/22/1996	4/22/2006	97
Singapore	CIRCLE K	2704/88	6/2/1988	6/2/2005	270488
Singapore	CIRCLE K	2705/88	6/2/1988	6/2/2005	2705/88
Singapore	CIRCLE K				
Singapore	CIRCLE K	2708/88	6/2/1998	6/2/2005	2708/88
Singapore	CIRCLE K	2708/88	6/2/1988	6/2/2005	2708/88
Singapore	THIRSTBUSTER	B4809/94	6/11/1994	6/11/2004	4809/94
Singapore	CIRCLE WITH K LOGO	4810/94	6/11/1994	6/11/2004	4810/94
Singapore	CIRCLE WITH K LOGO	4812/94	7/11/1994	7/11/2004	4812/94
Singapore	CIRCLE WITH K LOGO	5067/88	9/17/1988	9/17/2005	5067/88
Singapore	CIRCLE WITH K LOGO	5068/88	9/17/1988	9/17/2005	5068/88
Singapore	CIRCLE WITH K LOGO	5182/94	7/22/1994	7/22/2004	5182/94
Singapore	CIRCLE K	T91/07554B	8/13/1991	8/13/2011	7554/91
Singapore	K LOGO	T01/12203A	8/7/2001	8/7/2011	T01/12203A
Suriname	THIRSTBUSTER	14674	12/8/1995	12/8/2005	

MII # 985667.2

Country State	Trademark	Registration No.	Registration Date	Renewal Date	Application No.
Taiwan	CIRCLE K	26507	9/16/1997	9/15/2007	75060218
Taiwan	CIRCLEK	31049	7/16/1998	7/15/2008	76067038
Taiwan	CIRCLE K	31086	7/16/1998	7/15/2008	76067039
Taiwan	CIRCLEK & STRIPE	31665	7/16/1998	7/15/2008	77000140
Taiwan	CHINESE NAME & STRIPE Design	32351	9/16/1998	9/15/2008	
Taiwan	COMPASS & STRIPE Design	32376	9/16/1988	9/15/2008	77009735
Taiwan	CHINESE & K	32393	10/16/1998	10/15/2008	
Taiwan	CIRCLE & K Logo	33408	10/16/1998	10/15/2008	77012574
Taiwan	New K Logo	114512	9/1/1999	8/31/2009	86040942
Taiwan	New K Logo in Color	114549	9/1/1999	8/31/2009	86040941
Taiwan	OK CONVENIENCE STORES in Chinese	114592	9/16/1999	9/15/2009	87003314
Taiwan	CIRCLEK	404410	6/16/1998	6/15/2008	77000129
Taiwan	CIRCLEK	404461	6/16/1998	6/15/2008	77000130
Taiwan	CIRCLEK	407375	7/16/1998	7/15/2008	
Taiwan	CIRCLEK	410230	8/16/1998	8/15/2008	77000126
Taiwan	CIRCLE K	413864	9/16/1998	9/15/2008	77000127
Taiwan	CIRCLE K	420319			77000128

Thailand	NEW K Logo	Bor7210	4/10/1997	4/10/2007	332263
Thailand	CIRCLE K (Thai Version)	Kor78737	6/29/1998	6/28/2008	363560
Thailand	CIRCLE K (Thai Version)	Kor78738	6/29/1988	6/28/2008	363558
Thailand	CIRCLE K (Thai Version)	Kor78764	6/29/1988	6/28/2008	363559
Thailand	CIRCLE K	Kor79171	6/29/1988	6/28/2008	363554
Thailand	CIRCLE K	Kor79501	6/29/1988	6/28/2008	363556
Thailand	CIRCLE K (Thai Version)	Kor79533	6/29/1988	6/28/2008	363561
Thailand	CIRCLE K (Thai Version)	Kor79537	6/29/1988	6/28/2008	363557
Thailand	CIRCLE K	Kor79541	6/29/1988	6/28/2008	363552
Thailand	CIRCLE K	Kor80020	6/29/1988	6/28/2008	363555
Thailand	K Logo (Thai Version)	Kor80042	6/29/1988	6/28/2008	363551
Thailand	K Logo	Kor81551	6/29/1988	6/28/2008	363550
Thailand	CIRCLE K	Kor82339	6/29/1998	6/28/2008	363553
Thailand	K Logo	Kor102482	7/19/1989	7/18/2009	392709

MI # 985667.2

Country State	Trademark	Registration No.	Registration Date	Renewal Date	Application No.
Thailand	K Logo (Thai Version)	Kor104463	7/19/1989	7/18/2009	392710
Thailand	K Logo (Thai Version)	Kor106231	9/12/1989	9/11/2009	397669
Thailand	K Logo (Thai Version)	Kor106235	9/12/1989	9/11/2009	397668
Thailand	K Logo	Kor106236	9/12/1989	9/11/2009	397664
Thailand	K Logo (Thai Version)	Kor106237	9/12/1989	9/11/2009	397670
Thailand	K Logo	Kor106249	9/12/1989	9/11/2009	397665
Thailand	K Logo	Kor106720	9/12/1989	9/11/2009	397666
Thailand	K Logo	Kor106761	9/12/1989	9/11/2009	397663
Thailand	K Logo (Thai Version)	Kor106782	9/12/1989	9/11/2009	397667
Thailand	NEW K Logo	Kor135034	4/10/1997	4/9/2007	332262

Turkey	THIRSTBUSTER	161325	5/31/1995	5/31/2005	5096/95
Turkey	CIRCLE K	161402	5/31/1995	5/31/2005	5095/95
Turkey	K Logo	161403	5/31/1995	5/31/2005	5094/95

Ukraine	CIRCLE K	17963	2/15/2001	6/13/2005	95061955/T
Ukraine	K Logo	16350	10/16/2000	6/13/2005	95061956/T
Ukraine	THIRSTBUSTER	13868	11/12/1999	6/5/2005	95061873/T

United Arab Emirates	THIRSTBUSTER	17317	8/3/1998	8/3/2006	17604
United Arab Emirates	CIRCLE K	17318	8/3/1998	8/3/2006	17603

United Kingdom	CIRCLE & K LOGO	1244886	6/26/1992	6/26/2004	
United Kingdom	CIRCLE & K LOGO	1244887	6/26/1992	6/26/2004	
United Kingdom	CIRCLE & K LOGO	1244888	6/26/1992	6/26/2004	
United Kingdom	CIRCLE & K LOGO	1244889	6/26/1992	6/26/2004	
United Kingdom	CIRCLE & K LOGO	1381616	4/22/1989	4/22/2006	

MI # 985667.2

Country State	Trademark	Registration No.	Registration Date	Renewal Date	Application No.
United Kingdom	CIRCLE & K LOGO	1381618	4/22/1989	4/22/2006	

Uruguay	THIRSTBUSTER	281.897	6/5/1997	6/5/2007	281897
Uruguay	CIRCLE K	281.898	6/11/1997	6/11/2007	281898
Uruguay	K LOGO	281.899	6/5/1997	6/5/2007	281899

Venezuela	CIRCLE K	P192769	1/3/1997	1/3/2007	8337-95
Venezuela	CIRCLE K	P192770	1/3/1997	1/3/2007	8338-95
Venezuela	CIRCLE K	P192771	1/3/1997	1/3/2007	8339-95
Venezuela	THIRSTBUSTER	P192772	1/3/1997	1/3/2007	8341/95
Venezuela	CIRCLE K	S004649	1/3/1997	1/3/2007	8340-95
Venezuela	K LOGO				8331-95
Venezuela	K LOGO				8334-95

ITEM-B TRADEMARK LICENSES

❖ UNION 76 TRADEMARK LICENSE AGREEMENT

Agreement between ConocoPhillips Company ("Licensor") and Circle K Stores Inc., ("Licensee") pursuant to which the Licensor has granted to the Licensee a non-exclusive license to use its *Union*, *Union 76* and *76* trademarks in connection with the sale of motor fuel, vehicle repair, maintenance and other related products and services.

❖ UNION 76 BRANDED RESELLER AGREEMENT

Agreement between ConocoPhillips Company ("Licensor") and Circle K Stores Inc., ("Licensee") pursuant to which the Licensor has granted to the Licensee a non-exclusive license and franchise for five years to establish and operate *Union 76* service stations in various locations in the State of California, as well as a non-exclusive license to use certain *Union 76* trade names, trademarks and service marks in connection with the sale of *Union 76* branded motor fuel.

❖ PHILLIPS 66 TRADEMARK LICENSE AGREEMENT

Agreement between ConocoPhillips Company ("Licensor") and Circle K Stores Inc., ("Licensee") pursuant to which the Licensor has granted to the Licensee a non-exclusive license to use its *Phillips*, *Phillips 66* and 66 trademarks in connection with the sale of motor fuel, vehicle repair, maintenance and other related products and services.

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