

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

**RECORDATION FORM COVER SHEET
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.

<p>1. Name of conveying party(ies): CORE-MARK INTERNATIONAL, INC.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State: Delaware <input type="checkbox"/> Other:</p> <p>Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. Nature of Conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: <u>8/20/04</u></p>	<p>2. Name and address of receiving party(ies): Name: <u>WELLS FARGO BANK, N.A.</u></p> <p>Internal Address: <u>Wholesale Loan Services</u> Street Address: <u>201 Third Street, 8th Floor</u></p> <p>City: <u>San Francisco</u> State: <u>CA</u> Zip: <u>94103</u></p> <p><input type="checkbox"/> Individual(s) citizenship: _____ <input type="checkbox"/> Association: _____ <input type="checkbox"/> General Partnership: _____ <input type="checkbox"/> Limited Partnership: _____ <input type="checkbox"/> Corporation-State: _____ <input checked="" type="checkbox"/> Other: <u>National Banking Association</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>4. Application Number(s) or Registration Number(s):</p> <table style="width: 100%;"> <tr> <td style="width: 50%;"> <p>A. Trademark Application No.(s): 76/556,058 78/381,936 76/353,585 78/382,076 78/381,890</p> </td> <td style="width: 50%;"> <p>B. Trademark Registration No.(s): 2,216,513 2,507,620 2,742,187 2,323,187 2,780,481 2,758,506 2,301,702 2,783,748 829,258</p> </td> </tr> </table> <p style="text-align: center;">Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>A. Trademark Application No.(s): 76/556,058 78/381,936 76/353,585 78/382,076 78/381,890</p>	<p>B. Trademark Registration No.(s): 2,216,513 2,507,620 2,742,187 2,323,187 2,780,481 2,758,506 2,301,702 2,783,748 829,258</p>
<p>A. Trademark Application No.(s): 76/556,058 78/381,936 76/353,585 78/382,076 78/381,890</p>	<p>B. Trademark Registration No.(s): 2,216,513 2,507,620 2,742,187 2,323,187 2,780,481 2,758,506 2,301,702 2,783,748 829,258</p>		
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Erin A. Dugan</u> <u>Ropes & Gray LLP</u></p> <p>Internal Address: <u>Atty. Dkt.: BCCI-091-041 (Schader)</u> Street Address: <u>One International Place</u></p> <p>City: <u>Boston</u> State: <u>MA</u> Zip: <u>02110</u></p>	<p>6. Total Number of applications and registrations involved: <u>30</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>765.00</u></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account <input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed)</p> <p>8. Deposit account number: <u>18-1945</u> (Attach duplicate copy of this page if paying by deposit account)</p>		
DO NOT USE THIS SPACE			
<p>9. Statement and signature: <i>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.</i></p> <p style="text-align: center;"><u>William G. Gosz</u> <u>8/26/04</u> Name of Person Signing Signature Date</p> <p style="text-align: center;">Total number of pages including cover sheet, attachments, and document: 13</p>			

CH \$765.00 18-1945 76566068

Form PTO-1594 **RECORDATION FORM COVER SHEET (continued)** Page 2 of 2

Additional Conveying Parties (1. Continued):

- Core-Mark Holding Company, Inc. (Delaware Corporation)
- Core-Mark Holding Company I, Inc. (Delaware Corporation)
- Core-Mark Holding Company II, Inc. (Delaware Corporation)
- Core-Mark Holding Company III, Inc. (Delaware Corporation)
- Core-Mark Holding International, Inc. (Delaware Corporation)
- Core-Mark Interrelated Companies, Inc. (Delaware Corporation)
- Core-Mark Midcontinent, Inc. (Arkansas Corporation)
- Head Distributing Company (Georgia Corporation)
- Minter-Weisman Co (Minnesota Corporation)

Additional Receiving Parties (2. Continued):

Assignee Name:

Internal Address:

Street Address:

City:

State:

Zip Code:

Additional Applications and/or Registration Numbers (4. Continued)

Additional Application Number(s)
4A continued:

Additional Registration Number(s)
4B continued:

- 2,108,906
- 1,810,976
- 1,283,707
- 1,834,121
- 1,834,123
- 2,807,166
- 1,930,380
- 2,458,539
- 2,429,626
- 2,458,539
- 2,271,065
- 1,605,239
- 2,090,866
- 1,711,973
- 1,721,154
- 1,711,973

Additional numbers attached?

Yes

No

Execution Version**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, if any, from time to time, this "Agreement"), dated as of August 20, 2004, is made by CORE-MARK INTERNATIONAL, INC. (the "Grantor"), in favour of WELLS FARGO BANK, N.A., in its capacity as Agent ("Agent") for itself and the other Second Lien Parties from time to time party to the Purchase Agreement described below.

WITNESSETH:

WHEREAS, pursuant to that certain Note and Warrant Purchase Agreement dated as of the date hereof by and among Grantor, certain affiliates of Grantor, Agent, in its individual capacity and as Agent for the Second Lien Parties, and the other Second Lien Parties signatory thereto (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Purchase Agreement"), the LC Issuer has agreed to issue the Specified LCs and the Purchasers have agreed to purchase Notes; and

WHEREAS, in order to induce Agent and the other Second Lien Parties to enter into the Purchase Agreement and other Second Lien Credit Documents and to induce the LC Issuer to issue the Specified LCs and the Purchasers to purchase the Notes as provided for in the Purchase Agreement, Grantor desires to grant a continuing lien on the Intellectual Property Collateral (as defined below) to Agent, for the benefit of Agent and the other Second Lien Parties, to secure all of the Note Obligations.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Purchase Agreement. In this Agreement, the term "Canadian Security Agreement" shall mean that certain security agreement made by Grantor in favour of Agent and the other Second Lien Parties dated the date hereof.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. (a) To secure the prompt and complete payment, performance and observance of all the Note Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for itself and the benefit of the other Second Lien Parties, a continuing first priority security interest (subject to Permitted Encumbrances) in and Lien upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of Grantor and whether owned or consigned by or to, or licensed from or to, Grantor (collectively, the "Intellectual Property Collateral"):

(i) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(ii) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

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(iii) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(iv) all reissues, continuations or extensions of the foregoing;

(v) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (A) infringement or dilution of any Patent or Patent licensed under any Patent License, (B) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (C) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (D) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (E) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (F) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

Notwithstanding the foregoing or anything contained herein or elsewhere, the said grant, conveyance, mortgage, pledge, hypothecation and transfer to Agent (collectively, the "Charge") granted in this Section 2 or anywhere else herein does not and will not extend to, and Collateral will not include, any agreement, right, franchise, licence or permit ("contractual rights") to which the Grantor is a party or of which the Grantor has the benefit if (a) the granting of the Charge requires the consent of the other party thereto or the grantor thereof, and such consent has not been obtained, or (b) such contractual right would automatically terminate if it was part of the Collateral, or would be terminable at the option of the other party thereto or the grantor thereof, but the Grantor shall (to the extent doing so will not constitute a breach and/or default with respect the relevant contractual rights) hold its interest therein and all proceeds thereof in trust for the Agent and shall (i) assign such contractual rights to the Agent forthwith upon obtaining the consent of the other party thereto, and (ii) upon the exercise by the Agent of any of its remedies under this Agreement following the occurrence and during the continuance of an Event of Default, perform its obligations and exercise and enforce its rights thereunder at the direction of the Agent and for the benefit of the Agent and the other Second Lien Parties, deliver all proceeds thereof to the Agent and assign such contractual rights to the Agent or as the Agent directs. The Grantor agrees that it will use all commercially reasonable efforts to obtain any consent required to permit any contractual rights to be subject to the Charge granted in this Section 2.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Note Obligations and in order to induce Agent and the other Second Lien Parties as aforesaid, Grantor hereby grants to Agent, for itself and the benefit of the other Second Lien Parties, a right of setoff, against the property of Grantor held by Agent or any Second Lien Party, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Agent or any Second Lien Party, for any purpose, including safekeeping, collection or pledge, for the account of Grantor, or as to which Grantor may have any right or power.

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3. **REPRESENTATIONS AND WARRANTIES.** Grantor represents and warrants that Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II, and Schedule III respectively, hereto. This Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreement and on Schedule I to the Canadian Security Agreement and on , perfected security interests in favor of Agent in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon the filing of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreement and on Schedule I to the Canadian Security Agreement, all action necessary or otherwise requested by Agent to protect and perfect Agent's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. **COVENANTS.** Grantor covenants and agrees with Agent, for the benefit of Agent and the other Second Lien Parties, that from and after the date of this Agreement and until the Termination Date:

(a) Grantor shall promptly notify Agent if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same unless Grantor has elected, and Agent has consented, to abandon any application or registration which Grantor deems to be no longer material to the conduct of its business or operations.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office, the Canadian Intellectual Property Office or any similar office or agency without giving Agent prior written notice thereof, and, upon reasonable request of Agent, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Agent) to evidence Agent's, Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or reasonably requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings unless Grantor has elected, and Agent has consented, to abandon any application or registration which Grantor deems to be no longer material to the conduct of its business or operations.

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(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Agent promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is not material to the conduct of its business or operations, promptly take such actions to enforce its rights and protect such Intellectual Property Collateral, whether by action, suit, proceeding or otherwise, as Grantor shall deem necessary or appropriate under the circumstances in its reasonable business judgment or as Agent may otherwise request.

5. SECURITY AGREEMENTS. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement and the Canadian Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement and the Canadian Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor or any Credit Party for liquidation or reorganization, should Grantor or any Credit Party become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's or any Credit Party's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Note Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Note Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Note Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon another any such communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be addressed to the party to be notified at the address set forth in Section 16.5 to the Purchase Agreement (or such other address as may be substituted by notice given in the manner required by Section 16.5 of the Purchase Agreement), and given in the manner required by Section 16.5 of the Purchase Agreement.

8. TERMINATION OF THIS AGREEMENT. Subject to Section 6 hereof, this Agreement shall terminate upon the Termination Date.

9. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the

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parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

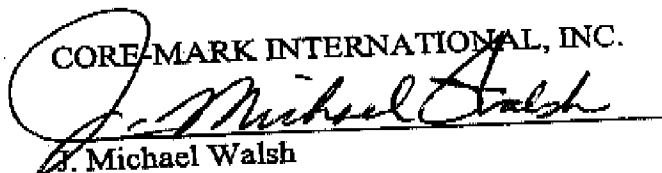
10. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Agreement with its counsel.

11. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, as the same may from time to time be in effect.

12. INTERCREDITOR AGREEMENT. The Agent's rights under this Intellectual Property Security Agreement are subject in all respects to the Intercreditor Agreement between General Electric Capital Corporation, as First Lien Agent, and the Agent (the "Intercreditor Agreement") and if any inconsistency should exist between this Intellectual Property Security Agreement and the Intercreditor Agreement, the Intercreditor Agreement shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CORE-MARK INTERNATIONAL, INC.

J. Michael Walsh
Officer

WELLS FARGO BANK, N.A., as Agent

Peta Swidler
Senior Vice President

IN WITNESS WHEREOF, Grantor has caused this Agreement to be
and delivered by its duly authorized officer as of the date first set forth above.

CORE-MARK INTERNATIONAL, INC.

J. Michael Walsh
Officer

WELLS FARGO BANK, N.A., as Agent

Peta Swidler

Peta Swidler
Senior Vice President

[Canadian Intellectual Property Security Agreement]

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT - PATENTS

A. PATENT REGISTRATIONS

None.

B. PATENT APPLICATIONS

None.

C. PATENT LICENSES

None.

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT - TRADEMARKS

ALLIED MERCHANDISING INDUSTRY	Core-Mark Interrelated Companies, Inc.	United States				TN93092701	9/27/93	
ARCADIA BAY	Core-Mark International, Inc.	United States	30	75/441,335	2/26/98	2,216,513	1/5/99	Registered
ARCADIA BAY	Core-Mark International, Inc.	United States	35	75/501,429	6/11/98	2,323,187	2/29/00	Registered
ARCADIA BAY COFFEE COMPANY & Design	Core-Mark International, Inc.	United States	30, 42	75/501,427	6/11/98	2,301,702	12/21/99	Registered
A. WEISMAN CO.	Minter- Weisman, Co.	United States				7618	8/5/02 1/25/83 (renewed)	
BENTLEY BAKERY CO.	Core-Mark International, Inc.	United States	30	75/679,545	4/9/99	2,507,620	11/13/01	Registered (Received client instructions to lapse on 1/2/02)
BOONDOGGLES	Core-Mark International, Inc.	United States	29	76/401,532	4/29/02	2,780,481	11/4/03	Registered
BOONDOGGLES	Core-Mark International, Inc.	United States	29, 30	76/402,200	4/29/02	2,783,748	11/18/03	Registered
BOONDOGGLES	Core-mark International, Inc.	United States	35, 43	76/401,531	4/29/02	2,752,187	8/19/03	Registered
BOONDOGGLES REAL FOOD. REAL FAST. & Design	Core-Mark International, Inc.	United States	35	76/443,003	8/22/02	2,758,506	9/2/03	Registered
BOONDOGGLES REAL FOOD. REAL FAST. & Design	Core-Mark International, Inc.	United States	29, 30, 43	76/556,058	11/3/2003			Pending
CABLE CAR	Core-Mark International, Inc.	United States	29, 30, 31	72/333,672	7/28/69	929,258	2/15/72	Registered
CABLE CAR & Design	Core-Mark International, Inc.	Canada	NA	887,595	8/14/98	TMA515,324	8/25/99	Registered
CABLE CAR CANDIES QUALITY CANDIES SINCE 1890 (New Design)	Core-Mark International, Inc.	United States	30	75/177,978	10/7/98	2,108,906	10/28/97	Registered

CABLE CAR SINCE 1890 & Design	Core-Mark International, Inc.	United States	30	74/354,407	2/1/93	1,810,976	12/14/93	Registered
CORE-MARK	Core-Mark International, Inc.	Canada	NA	480,956	1/15/82	TMA272,823	10/15/82	Registered
CORE-MARK	Core-Mark International, Inc.	United States	42	73/360,195	4/16/82	1,283,707	6/26/84	Registered
CORE-MARK & Design (new design)	Core-Mark International, Inc.	Canada	NA	729,697	5/19/93	TMA433,460	9/16/94	Registered
CORE-MARK INTERNATIONAL & Design (New Design Logo)	Core-Mark International, Inc.	United States	42	74/389,810	5/13/93	1,834,121	5/3/94	Registered
CORE-MARK & Design (YOU CAN COUNT ON US)	Core-Mark International, Inc.	Canada	NA	729,698	5/19/93	TMA432,801	9/2/94	Registered
CORE-MARK INTERNATIONAL & Design Logo (YOU CAN COUNT ON US)	Core-Mark International, Inc.	United States	42	74/391,973	5/18/93	1,834,123	5/3/94	Registered
EMERALD	Core-Mark International, Inc.	United States	16	76/354,062	12/31/01	2,807,166	1/20/04	Registered
EMERALD	Core-Mark International, Inc.	United States	16	74/278,498	5/26/92	1,930,380	10/31/95	Registered
EMERALD	Core-Mark International, Inc.	United States	21	76/353,585	12/31/01			Abandoned (Client instructions to Abandon on 11/23/03)
FEASTONA	Assigned to Core-Mark International, Inc. from Fleming Companies, Inc.	United States	35	75/821,556	10/12/99	2,458,539	6/5/01	Registered
FEASTONA & Design	Core-Mark International, Inc.	United States	30	78/381,890	3/10/04			Pending
FEASTONA PIZZA & Design	Core-Mark International, Inc.	United States	35	78/381,936	3/10/04			Pending
FEASTONA PIZZA & Design	Core-Mark International, Inc.	United States	43	78/382,076	3/10/04			Pending
JAVA STREET	Core-Mark International, Inc.	United States				2,429,626	2/20/01	

JAVA STREET & Design	Assigned to Core-Mark International, Inc. from Fleming Companies, Inc.	United States	35	75/849,949	10/12/99	2,458,539	6/5/01	Registered
SMARTSTOCK	Core-Mark International, Inc.	Canada	NA	867,945	2/2/98			Opposed
SMARTSTOCK	Core-Mark International, Inc.	United States	35	75/334,833	8/2/97	2,271,065	8/17/99	Registered
STARMARK	Core-Mark International, Inc.	United States	4	73/730,445	5/28/98	1,605,239	7/10/90	Registered
STARMARK & Design	Core-Mark International, Inc.	United States	4	75/106,574	5/20/96	2,090,866	8/26/97	Registered (Client instructions to Abandon on 2/28/03)
TASTEFULLY YOURS	Assigned to Core-Mark International, Inc. from Minter-Weisman Company	United States	29	74/234,229	12/30/91	1,711,973	9/1/92	Registered
TASTEFULLY YOURS	Assigned to Core-Mark International, Inc. from Minter-Weisman Company	United States	30	74/073,273	6/27/90	1,721,154	9/29/92	Registered
TASTEFULLY YOURS	Minter-Weisman, Co.	United States				1,711,973	9/1/1992	
ULTRA MART	Head Distributing Co.	United States				R00000	3/1/1996	

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT - COPYRIGHTS

TXU290894	Asset/Computer Software Program
TXU290893	Asset/User's Manual
2-680-653	Nutrismart A Guide to Healthy Eating
TXU784639	Visionet