

9/23/04

09-24-2004



Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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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):

Core-Mark International, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ 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: IP Security Agreement dated 08/20/2004

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal

Address: _____

Street Address: 201 Merritt 7 - 3rd Floor

City: Norwalk State: CT Zip: 06854

- ☐ 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

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

A. Trademark Application No.(s) See attached
Exhibit B

B. Trademark Registration No.(s) See attached
Exhibit B

Additional number(s) attached ☒ Yes ☐ No

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

Name: Maggie Curran

Internal Address: Paul, Hastings, Janofsky &
 Walker LLP

Street Address: 1055 Washington Boulevard

City: Stamford State: CT Zip: 06901

6. Total number of applications and registrations involved: _____

33

7. Total fee (37 CFR 3.41).....\$ 840.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Margaret L. Curran

Name of Person Signing

Signature

Sept. 20, 2004

Date

Total number of pages including cover sheet, attachments, and document: 26

09/24/2004 ECOOPER 00000020 75441335

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

01 FC:8521
 02 FC:8522

40.00 OP
 800.00 OP

TRADEMARK
 REEL: 003051 FRAME: 0117

EXHIBIT A
Continuation of Item 1

Minter-Weisman Co.
Head Distributing Co.

EXHIBIT B
Continuation of Item 4

Mark	Legal Entity	App. No.	App. Date	Reg. No.	Reg. Date
ALLIED MERCHANDISING INDUSTRY	Core-Mark Interrelated Companies, Inc.			TN9309270 1	9/27/93
ARCADIA BAY	Core-Mark International, Inc.	75/441,3 35	2/26/98	2,216,513	1/5/99
ARCADIA BAY	Core-Mark International, Inc.	75/501,4 29	6/11/98	2,323,187	2/29/00
ARCADIA BAY COFFEE COMPANY & Design	Core-Mark International, Inc.	75/501,4 27	6/11/98	2,301,702	12/21/99
BENTLEY BAKERY CO.	Core-Mark International, Inc.	75/679,5 45	4/9/99	2,507,620	11/13/01
BOONDOGGLES	Core-Mark International, Inc.	76/401,5 32	4/29/02	2,780,481	11/4/03
BOONDOGGLES	Core-Mark International, Inc.	76/402,2 00	4/29/02	2,783,748	11/18/03
BOONDOGGLES	Core-Mark International, Inc.	76/401,5 31	4/29/02	2,752,187	8/19/03
BOONDOGGLES REAL FOOD. REAL FAST. & Design	Core-Mark International, Inc.	76/443,0 03	8/22/02	2,758,506	9/2/03
BOONDOGGLES REAL FOOD. REAL FAST. & Design	Core-Mark International, Inc.	76/556,0 58	11/3/2003		
CABLE CAR	Core-Mark International, Inc.	72/333,6 72	7/28/69	929,258	2/15/72
CABLE CAR CANDIES QUALITY CANDIES SINCE 1890 (New Design)	Core-Mark International, Inc.	75/177,9 78	10/7/98	2,108,906	10/28/97
CABLE CAR SINCE 1890 & Design	Core-Mark International, Inc.	74/354,4 07	2/1/93	1,810,976	12/14/93
CORE-MARK	Core-Mark International, Inc.	73/360,1 95	4/16/82	1,283,707	6/26/84
CORE-MARK INTERNATIONAL & Design (New Design Logo)	Core-Mark International, Inc.	74/389,8 10	5/13/93	1,834,121	5/3/94
CORE-MARK INTERNATIONAL & Design Logo (YOU CAN COUNT ON US)	Core-Mark International, Inc.	74/391,9 73	5/18/93	1,834,123	5/3/94

Mark	Legal Entity	App. No.	App. Date	Reg. No.	Reg. Date
EMERALD	Core-Mark International, Inc.	76/354,062	12/31/01	2,807,166	1/20/04
EMERALD	Core-Mark International, Inc.	74/278,498	5/26/92	1,930,380	10/31/95
EMERALD	Core-Mark International, Inc.	76/353,585	12/31/01		
FEASTONA	Assigned to Core-Mark International, Inc. from Fleming Companies, Inc.	75/821,556	10/12/99	2,458,539	6/5/01
FEASTONA & Design	Core-Mark International, Inc.	78/381,890	3/10/04		
FEASTONA PIZZA & Design	Core-Mark International, Inc.	78/381,936	3/10/04		
FEASTONA PIZZA & Design	Core-Mark International, Inc.	78/382,076	3/10/04		
JAVA STREET	Core-Mark International, Inc.			2,429,626	2/20/01
JAVA STREET & Design	Assigned to Core-Mark International, Inc. from Fleming Companies, Inc.	75/849,949	10/12/99	2,458,539	6/5/01
SMARTSTOCK	Core-Mark International, Inc.	75/334,833	8/2/97	2,271,065	8/17/99
STARMARK	Core-Mark International, Inc.	73/730,445	5/28/98	1,605,239	7/10/90
STARMARK & Design	Core-Mark International, Inc.	75/106,574	5/20/96	2,090,866	8/26/97
TASTEFULLY YOURS	Assigned to Core-Mark International, Inc. from Minter-Weisman Company	74/234,229	12/30/91	1,711,973	9/1/92
TASTEFULLY YOURS	Assigned to Core-Mark International, Inc. from Minter-Weisman Company	74/073,273	6/27/90	1,721,154	9/29/92
TASTEFULLY YOURS	Minter-Weisman Co.			1,711,973	9/1/1992
A. WEISMAN CO.	Minter-Weisman Co.			7618	8/5/02 1/25/83 (renewed)

Mark	Legal Entity	App. No.	App. Date	Reg. No.	Reg. Date
ULTRA MART	Head Distributing Co.			R00000	3/1/1996

STM/282273.1

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 EACH OF THE GRANTORS LISTED ON THE SIGNATURE PAGES HERETO AND EACH ADDITIONAL PARTY WHICH BECOMES A GRANTOR HERETO PURSUANT TO SECTION 8 HEREOF (collectively, "Grantors" and each, a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent ("Agent") for itself and the Lenders from time to time party to the Credit Agreement described below (collectively, "Lenders").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantors, GE CANADA FINANCE HOLDING COMPANY, as Canadian Lender, Agent, in its individual capacity and as Agent for Lenders, and other Lenders signatory thereto (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations (in each case as defined in the Credit Agreement) on behalf of Grantors; and

WHEREAS, in order to induce Agent and Lenders to enter into the Credit Agreement and other Loan Documents (as defined in the Credit Agreement) and to induce Lenders to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, Grantors desire to grant a continuing lien on the Intellectual Property Collateral (as defined below) to Agent, for the benefit of Agent and Lenders, to secure all of the 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 Credit Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. (a) To secure the prompt and complete payment, performance and observance of all the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for itself and the benefit of the Lenders, a continuing first priority security interest 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 such Grantor and whether owned or consigned by or to, or licensed from or to, such 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;

(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 such 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.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Obligations and in order to induce Agent and Lenders as aforesaid, each Grantor hereby grants to Agent, for itself and the benefit of Lenders, a right of setoff, against the property of such Grantor held by Agent or any Lender, 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 Lender, for any purpose, including safekeeping, collection or pledge, for the account of such Grantor, or as to which such Grantor may have any right or power.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor jointly and severally represents and warrants that such 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, perfected security interests in favor of Agent in all of Grantors' Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. 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, 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. Each Grantor jointly and severally covenants and agrees with Agent, for the benefit of Agent and Lenders, that from and after the date of this Agreement and until the Termination Date:

(a) Each 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 such 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 any 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 or any similar office or agency without giving Agent prior written notice thereof, and, upon reasonable request of Agent, such 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 such Grantor relating thereto or represented thereby.

(c) Each 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.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, each Grantor shall notify Agent promptly after such Grantor learns thereof. Each 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 AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each 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, 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 any Grantor or Credit Party

for liquidation or reorganization, should any Grantor or 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 any Grantor's or 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 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 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 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 Annex I to the Credit Agreement (or such other address as may be substituted by notice given in the manner required by Section 11.10 of the Credit Agreement), and given in the manner required by Section 11.10 of the Credit Agreement.

8. ADDITIONAL GRANTORS. From time to time subsequent to the date hereof, additional Credit Parties may become parties hereto as additional Grantors (each, an "Additional Grantor"), by executing a counterpart of this Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Agent, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of Agent not to cause any Credit Party to become an Additional Grantor hereunder. This Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

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

10. 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 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.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each 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 HOLDING COMPANY,
INC.**

By: J. Michael Walsh
Name: J. Michael Walsh
Title: President and Chief Executive Officer

CORE-MARK HOLDINGS I, INC.

By: J. Michael Walsh
Name: J. Michael Walsh
Title: Vice President

CORE-MARK HOLDINGS II, INC.

By: J. Michael Walsh
Name: J. Michael Walsh
Title: Vice President

CORE-MARK HOLDINGS III, INC.

By: J. Michael Walsh
Name: J. Michael Walsh
Title: Vice President

CORE-MARK INTERNATIONAL, INC.

By: J. Michael Walsh
Name: J. Michael Walsh
Title: President and Chief Executive Officer

CORE-MARK MIDCONTINENT, INC.

By: J. Michael Walsh
Name: J. Michael Walsh
Title: President

**CORE-MARK INTERRELATED
COMPANIES, INC.**

By: J. Michael Walsh
Name: J. Michael Walsh
Title: President

HEAD DISTRIBUTING COMPANY

By: J. Michael Walsh
Name: J. Michael Walsh
Title: President

MINTER-WEISMAN CO.

By: J. Michael Walsh
Name: J. Michael Walsh
Title: President

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By: *W. A. Capra*
Name: W. A. CAPRA
Title: VICE PRESIDENT

ACKNOWLEDGMENT OF GRANTOR

STATE OF Ca)
COUNTY OF San Mateo)

ss.

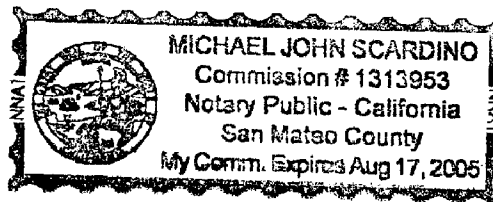
On this 20th day of August, 2004 before me personally appeared

J. Michael Scardino, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Core-Mark Holding Company, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]

Notary Public

{seal}



Intellectual Property Security Agreement

TRADEMARK
REEL: 003051 FRAME: 0129

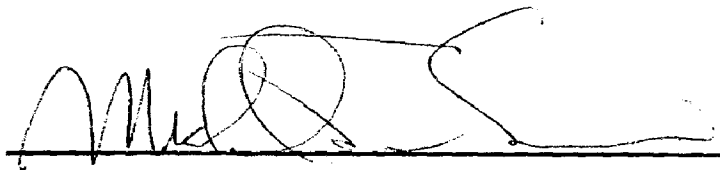
ACKNOWLEDGMENT OF GRANTOR

STATE OF Ca.)
COUNTY OF San Mateo)

ss.

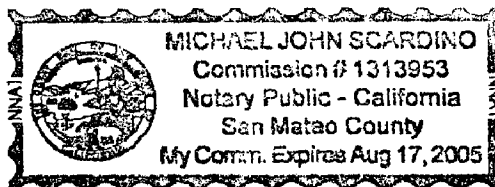
On this 20th day of August, 2004 before me personally appeared

Michael Scardino, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Core-Mark Holdings I, Inc. who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

{seal}



ACKNOWLEDGMENT OF GRANTOR

STATE OF Ca)
COUNTY OF San Mateo)

ss.

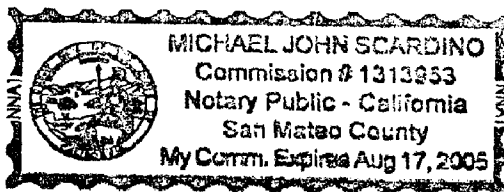
On this 20th day of August, 2004 before me personally appeared

Michael Scardino, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Core-Mark Holdings II, Inc. who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Michael Scardino

Notary Public

{seal}



Intellectual Property Security Agreement

TRADEMARK
REEL: 003051 FRAME: 0131

ACKNOWLEDGMENT OF GRANTOR

STATE OF Ca.)
COUNTY OF San Mateo)

ss.

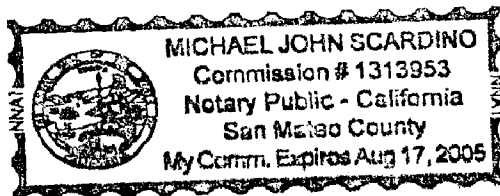
On this 20th day of August, 2004 before me personally appeared

Michael Walsh, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Core-Mark Holdings III, Inc. who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Michael Walsh

Notary Public

{seal}



ACKNOWLEDGMENT OF GRANTOR

STATE OF Ca.)
COUNTY OF San Mateo)

ss.

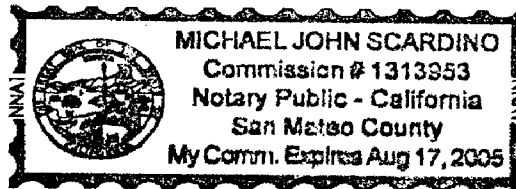
On this 20th day of August, 2004 before me personally appeared

Michael Walsh, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Core-Mark International, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Michael Walsh

Notary Public

{seal}



ACKNOWLEDGMENT OF GRANTOR

STATE OF Ca.)
COUNTY OF San Mateo)

ss.

On this 20th day of August, 2004 before me personally appeared

Michael Scardino proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Core-Mark Midcontinent, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

{seal}



Intellectual Property Security Agreement

TRADEMARK
REEL: 003051 FRAME: 0134

ACKNOWLEDGMENT OF GRANTOR

STATE OF Ca.)
COUNTY OF San Mateo)

ss.

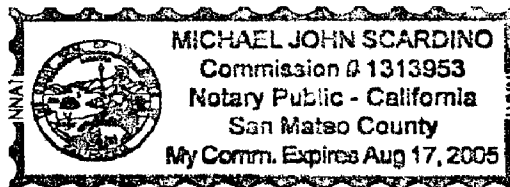
On this 20th day of August, 2004 before me personally appeared

Michael Walsh, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Core-Mark Interrelated Companies, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]

Notary Public

{seal}



ACKNOWLEDGMENT OF GRANTOR

STATE OF Ca)

COUNTY OF San Mateo)

ss.

On this 20th day of August, 2004 before me personally appeared

Michael Scardino, proved to me on the basis of satisfactory evidence to be the

person who executed the foregoing instrument on behalf of Head Distributing Company,

who being by me duly sworn did depose and say that he is an authorized officer of said

corporation, that the said instrument was signed on behalf of said corporation as

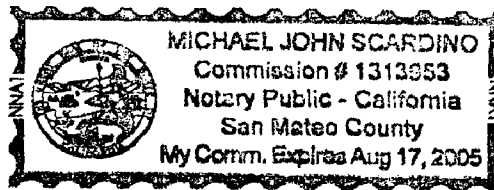
authorized by its board of directors and that he acknowledged said instrument to be the

free act and deed of said corporation.

Michael Scardino

Notary Public

{seal}



ACKNOWLEDGMENT OF GRANTOR

STATE OF Ca.)
COUNTY OF San Mateo)

ss.

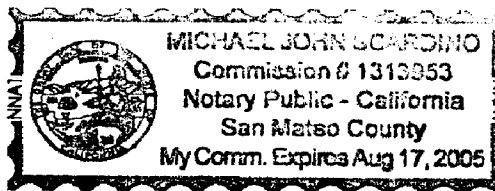
On this 20th day of August, 2004 before me personally appeared

J. Michael Cabel, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Minter-Weisman Co., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]

Notary Public

{seal}



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

Mark	Legal Entity	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
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

Mark	Legal Entity	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
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	

Mark	Legal Entity	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
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

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

STM/282268.1

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September 21, 2004

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VIA UPS (NEXT DAY)

Commissioner of Patents and Trademarks
U.S. Patent and Trademark Office
BOX ASSIGNMENTS, CG-4
1213 Jefferson Davis Hwy., Suite 320
Washington, DC 20231

Re: General Electric Capital Corporation/Core-Mark International, Inc.

Dear Sirs:

Enclosed please find a Trademark Recordation Cover Sheet for a Security Interest in thirty-three (33) trademarks, a copy of the fully-executed Trademark Security Agreement dated August 20, 2004, and a check payable to the Commissioner of Patents and Trademarks in the amount of \$840.00.

Kindly forward confirmation of the filing once available. Please contact me with any questions.

Sincerely yours,



Maggie Curran
Paralegal

Enclosures
STM/282277.1

RECORDED: 09/23/2004

TRADEMARK
REEL: 003051 FRAME: 0143