

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TA Licensing, Inc.		06/30/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78644020	TA CAFE EXPRESS	
Serial Number:	78535214	ROAD KING CHROME CLUB	
Serial Number:	78588721	CARVING BLOCK	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	202-783-2700		
Email:	pagodoa@federalresearch.com		
Correspondent Name:	CBC Companies dba Federal Research		
Address Line 1:	1030 Fifteenth Street, NW, Suite 920		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	/pja/		

CH \$90.00 78644020

900028831

TRADEMARK  
REEL: 003126 FRAME: 0327

Date:

07/22/2005

**Total Attachments: 8**

source=336339#page1.tif

source=336339#page2.tif

source=336339#page3.tif

source=336339#page4.tif

source=336339#page5.tif

source=336339#page6.tif

source=336339#page7.tif

source=336339#page8.tif

TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2005, among TRAVELCENTERS OF AMERICA, INC. (the "Borrower"), the subsidiaries of the Borrower listed on Schedule I hereto (the "Subsidiary Parties") and JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent").

Reference is made to the the Security Agreement, dated as of December 1, 2004, as amended, supplemented or otherwise modified from time to time, among the Borrower, the Lenders party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Amended and Restated Credit Agreement dated as of June 30, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.02 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

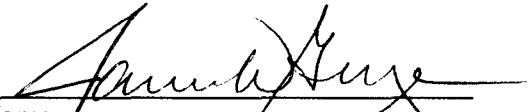
(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

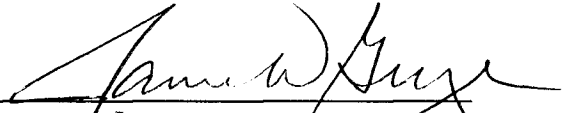
TRAVELCENTERS OF AMERICA, INC.,  
a Delaware corporation,

by

  
Name: James W. George  
Title: Executive Vice President,  
CFO and Secretary

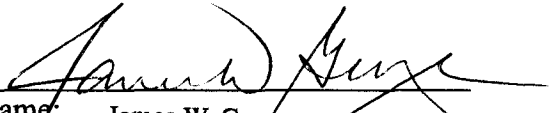
TA OPERATING CORPORATION., a  
Delaware corporation,

by

  
Name: James W. George  
Title: Executive Vice President,  
CFO and Secretary

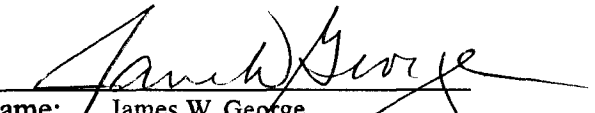
TA FRANCHISE SYSTEMS INC., a  
Delaware corporation,

by

  
Name: James W. George  
Title: Executive Vice President,  
CFO and Secretary

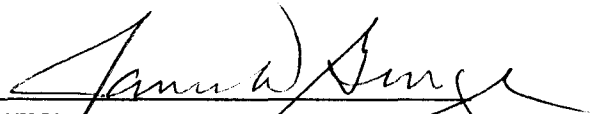
TA LICENSING, INC., a Delaware  
corporation,

by

  
Name: James W. George  
Title: Executive Vice President,  
CFO and Secretary

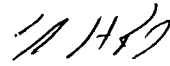
TA TRAVEL, L.L.C., a Delaware limited  
liability company,

by

  
Name: James W. George  
Title: Executive Vice President,  
CFO and Secretary

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent,

by

A handwritten signature in black ink, appearing to be "JH" or similar, written over a horizontal line.

Name:

Title:

Schedule I

<u>Subsidiary Parties</u>
TA Operating Corporation
TA Franchise Systems Inc.
TA Licensing, Inc.
TA Travel, L.L.C.

Schedule II

A. Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>
TA Licensing, Inc.	COUNTRY PRIDE (Canada)	634658
TA Licensing, Inc.	TA DESIGN (Canada)	637385
TA Licensing, Inc.	TA TRAVEL CENTRE (Canada)	637295
TA Licensing, Inc.	TA TRAVEL CENTER (Canada)	639608

B. Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Date Filed</u>
TA Licensing, Inc.	ROAD KING CHROME CLUB (United States)	78/535,211	12/20/04
TA Licensing, Inc.	CARVING BLOCK (United States)	78/588,721	3/16/05
TA Licensing, Inc.	TA CAFÉ EXPRESS (United States)	78/644,020	6/6/05