

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Pantry, Inc.		03/12/2004	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wachovia Bank, National Association, as Administrative Agent		
<b>Street Address:</b>	201 South College Street		
<b>Internal Address:</b>	CP-8		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28288		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78629635	COWBOYS	
<b>Serial Number:</b>	78629566	COWBOYS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(919)416-8339		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	919 286-8049		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	Moore & Van Allen PLLC		
<b>Address Line 1:</b>	430 Davis Drive		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Morrisville, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	512485.1126NGSITPANTRYEAR		
<b>NAME OF SUBMITTER:</b>	Ellen A. Rubel		

OP \$65.00 78629635

Signature:

/Ellen A. Rubel/

Date:

10/06/2005

Total Attachments: 3

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NOTICE OF  
GRANT OF SECURITY INTEREST  
IN TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Amended and Restated Security Agreement dated as of March 12, 2004 (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement") by and among the Obligors thereto (each an "Obligor" and collectively, the "Obligors") and Wachovia Bank, National Association, as Administrative Agent (the "Administrative Agent") for the lenders referenced therein (the "Secured Parties"), the undersigned Obligor has granted, and hereby confirms the granting of, a continuing security interest in and continuing Lien upon, the trademarks and trademark applications shown below to the Administrative Agent for the ratable benefit of the Secured Parties:

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark</u>	<u>Date of Trademark</u>
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See Schedule 1 attached hereto

TRADEMARK APPLICATIONS

<u>Trademark Application No.</u>	<u>Description of Trademark Applied For</u>	<u>Date of Trademark Application</u>
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See Schedule 1 attached hereto

The Obligors and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,


THE PANTRY, INC., a Delaware corporation

By: 

Name: Daniel J. Kelly  
Title: Chief Financial Officer,  
Vice President – Finance and  
Secretary

Acknowledged and Accepted:

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By: 

Name: Michael R. Jordan  
Title: Managing Director

**Schedule 1**

**The Pantry, Inc.**

**U.S. Trademarks**

**Pending Applications**

<b>Mark</b>	<b>Application No.</b>	<b>Filing Date</b>
COWBOYS and Design	78629635	5/13/05
COWBOYS	78629566	5/13/05

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