

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Susser Petroleum Company LP		04/11/2006	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	SSP Partners		
Composed Of:	COMPOSED OF SSP Services, L.P., a Texas limited partnership, and SSP Holdings Limited Partnership, a Texas limited partnership		
Street Address:	4433 Baldwin Blvd.		
City:	Corpus Christi		
State/Country:	TEXAS		
Postal Code:	78408		
Entity Type:	PARTNERSHIP: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2887761	STRIPES	
Registration Number:	2940883		
CORRESPONDENCE DATA			
Fax Number:	(512)542-5205		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	5123209215		
Email:	slauff@akllp.com		
Correspondent Name:	Steve Lauff		
Address Line 1:	Andrews Kurth LLP		
Address Line 2:	111 Congress, Suite 1700		
Address Line 4:	Austin, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	62141 SSP		

CH \$65.00 2887761

NAME OF SUBMITTER:	Steve Lauff
Signature:	/Steve Lauff/
Date:	04/27/2006
Total Attachments: 4 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made by and between **Susser Petroleum Company LP**, a Texas limited partnership ("*Assignor*"), and **SSP Partners**, a Texas general partnership ("*Assignee*"), effective as of April 11, 2006.

WHEREAS, Assignor has used certain trademarks ("*Marks*") and acquired registrations therefore at the U.S. Patent and Trademark Office ("*Registrations*"), in each case as set forth on *Schedule A*, which is attached hereto and incorporated herein; and

WHEREAS, Assignor has acquired and developed goodwill of the businesses connected with the use of the Marks, which goodwill is symbolized by the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee all of Assignor's rights, titles and interests in, under and to the Marks and the Registrations throughout the world, together with the goodwill of the businesses in connection with which the Marks are used, which goodwill is symbolized by the Marks, including any and all rights Assignor may have to sue or otherwise maintain a cause of action for infringement or misappropriation arising or occurring prior to the date hereof.

Assignor authorizes and empowers Assignee or its nominees to invoke and claim for the Marks and associated goodwill any and all other forms of protection, and hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in the United States or any foreign country for any purpose.

Assignor hereby authorizes the respective officials whose duty it is to issue trademark or service mark registrations or other forms of protection for marks to issue to or as requested by Assignee, in accordance with the terms of this Assignment, any and all registrations and other governmental instruments with respect to the Marks and associated goodwill, such that all registrations and other forms of trademark and service mark protection with respect to the Marks, and any worldly rights not expressly referenced herein with respect to the Marks set forth in *Schedule A*, vest in and accrue to Assignee.

Assignor hereby represents and warrants that it has the full right and power to convey the entire rights, titles and interests herein assigned and that it has not executed and will not execute any agreement in conflict herewith.

At the request of Assignee, Assignor agrees to execute and deliver all documents, papers, instruments and assignments, and to perform any other reasonable acts Assignee may require, in order to vest in Assignee all of Assignor's rights, titles, and interests in and to the Marks and the Registrations, and the associated goodwill, and to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of such Assignor.

Assignor hereby irrevocably makes, constitutes and appoints Assignee, and authorizes and empowers Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select in its exclusive discretion, as such Assignor's true and lawful attorney-in-fact, with full power of substitution and with the absolute power and authority to take any and all action and to execute thereafter any and all applications, documents, papers, filings and instruments which Assignee deems necessary or desirable to accomplish the purposes of this Assignment. Such Assignor hereby ratifies and confirms all that such attorney shall lawfully do or cause to be done by virtue hereof.

(Signature pages follow.)

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the 11th day of April, 2006.

ASSIGNOR

Susser Petroleum Company LP, a Texas limited partnership

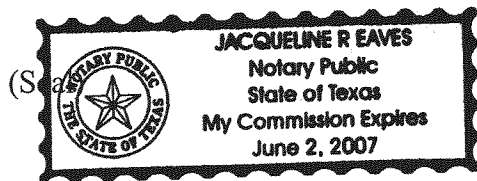
By: *Rocky Dewbre*
Name: Rocky Dewbre
Title: President + C.O.O.

STATE OF TEXAS §
COUNTY OF Harris §

I, the undersigned Notary Public, do hereby attest that before me on this day personally appeared Rocky Dewbre, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.


GIVEN UNDER MY HAND and seal of office this 11th day of April, 2006.

Jacqueline R. Eaves
Notary Public in and for the State of Texas
My Commission Expires: June 2, 2007



SCHEDULE A

U.S. Trademark Registrations

<u>Ser. No.</u>	<u>Reg. No.</u>	<u>Mark</u>
78/221,416	2,887,761	STRIPES
78/287,419	2,940,883	 (design only)