

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
Fast Petroleum, Inc.		07/13/2006	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	MAPCO Express, Inc.		
Street Address:	830 Crescent Center Drive, Suite 300		
Internal Address:	Building 6		
City:	Franklin		
State/Country:	TENNESSEE		
Postal Code:	37067		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2436886	BEAN STATION COFFEE	
CORRESPONDENCE DATA			
Fax Number:	(615)252-6329		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(615) 252-2329		
Email:	abarach@boultcummings.com		
Correspondent Name:	Andrea C. Barach		
Address Line 1:	1600 Division Street, Suite 700		
Address Line 4:	Nashville, TENNESSEE 37203		
ATTORNEY DOCKET NUMBER:	100600-043 ACB/SLK		
NAME OF SUBMITTER:	Andrea C. Barach		
Signature:	/Andrea C. Barach/		
Date:	08/09/2006		

OP \$40.00 2436886

Total Attachments: 5

source=Fast Assignment doc#page1.tif

source=Fast Assignment doc#page2.tif

source=Fast Assignment doc#page3.tif

source=Fast Assignment doc#page4.tif

source=Fast Assignment doc#page5.tif

ASSIGNMENT OF INTANGIBLE PROPERTY

THIS ASSIGNMENT OF INTANGIBLE PROPERTY (the "Assignment") is made and entered into as of the 13th day of July, 2006, by FAST PETROLEUM, INC., WORTH L. THOMPSON, JR., JOHN E. THOMPSON, THOMPSON MANAGEMENT, INC., THOMPSON ACQUISITIONS, INC., THOMPSON INVESTMENT PROPERTIES, INC., WJET, INC., FAST FINANCIAL SERVICES, INC. AND TOP TIER ASSETS, LLC (collectively, "Assignor"), and MAPCO EXPRESS, INC., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee previously entered into that certain Purchase and Sale Agreement, dated June 14, 2006 (the "Sale Agreement"), under which Assignor agreed to sell forty three (43) convenience stores, together with certain assets related thereto; and

WHEREAS, simultaneously with the execution of this Assignment, Assignor and Assignee are consummating the transaction contemplated by the Sale Agreement with respect to forty (40) of said convenience stores; and

WHEREAS, Assignor is required to execute this Assignment at Closing under the terms of the Sale Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. For purposes of this Assignment, including, but not limited to, the foregoing recitals, all capitalized terms not defined herein shall have the meaning ascribed thereto in the Sale Agreement.

2. Transfer. Subject only to the exclusions set forth in Section 3 below, Assignor hereby conveys and assigns all of the Intangible Property, including, but not limited to, (i) the Permits and Warranties, to the extent transferable, (ii) the Trade Names & Marks and all good will associated with the Trade Name & Marks, (iii) websites, internet domain names and source code related to the Assets or the operation of the Convenience Stores, (iv) utility capacity reservations related to the Assets, (v) land use and development entitlements, if any, related to the Assets, and (vi) all of Seller's right, title and interest in, to and under the Worsley Indemnity and all other indemnification agreements or guarantees pertaining to Hazardous Materials located on, under or about any of the Properties. Assignor does warrant and will forever defend title to the Intangible Property unto Assignee, its successors and assigns, against the claims of all Persons.

3. Carve Out Stores. Seller and Buyer acknowledge and agree that the foregoing assignment specifically excludes the following items: (i) Permits and Warranties to the extent the same relate to the Carve Out Stores, (ii) utility capacity reservations related to the Carve Out Stores, (iii) land use and development entitlements, if any, related to the Carve Out Stores, and (vi) Seller's right, title and interest in, to and under the Worsley Indemnity to the extent the same relates to the Carve Out Stores.

4. Status. Assignor represents and warrants to Assignee that: (i) Seller is the owner of the Intangible Property, (ii) Seller has the right to assign the Intangible Property to Buyer, (iii) the Intangible Property is not subject to any Liens or other encumbrances, and (iv) the Intangible Property includes all of the trademarks, service marks and trade names described on Exhibit A, attached hereto and incorporated herein by reference.

5. Governing Law. This Assignment shall be construed and enforced in accordance with and governed by the laws of the State of Tennessee.

6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR:

Fast Petroleum, Inc.

By: [Signature]
Name: WORTH L. THOMPSON, JR.
Title: PRESIDENT

[Signature]
Worth L. Thompson, Jr.

[Signature]
John E. Thompson

Thompson Management, Inc.

By: [Signature]
Name: WORTH L. THOMPSON JR.
Title: PRESIDENT

Thompson Acquisitions, Inc.

By: [Signature]
Name: WORTH L. THOMPSON JR.
Title: PRESIDENT

Thompson Investment Properties, Inc.

By: [Signature]
Name: WORTH L. THOMPSON JR.
Title: PRESIDENT

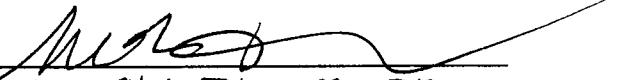
WJET, Inc.

By: [Signature]
Name: JOHN E. THOMPSON
Title: PRESIDENT

Fast Financial Services, Inc.

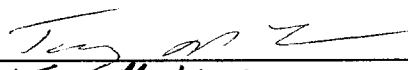
By: [Signature]
Name: WORTH L. THOMPSON, JR.
Title: PRESIDENT

Top Tier Assets, LLC

By: 
Name: WORTH L. THOMPSON, JR.
Title: PRESIDENT

ASSIGNEE:

MAPCO Express, Inc.

By: 
Name: TONY McLARTY
Title: V. P. OF HUMAN RESOURCES

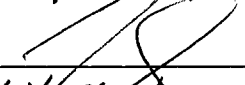
By: 
Name: UZI VERMAN
Title: PRESIDENT & C.E.O.

EXHIBIT A

DESCRIPTION OF TRADE NAMES & MARKS

Type	Owner	Registered	Identification Number	Name of Mark & General Description
Trademark (US)	Fast Petroleum, Inc.	March 20, 2001	Reg. No. 2436886	"Bean Station" Coffee for coffee to be consumed on and off the premises.
Service Mark (Georgia)	Fast Petroleum, Inc.	November 26, 1997	S-16834	"Fast" (depiction of oval shape with blue background and red border with the word "FAST" in white on the blue background and the words "FOOD AND FUEL" below).
Service Mark	Fast Petroleum, Inc.			All trade mark, trade names, logos, trade dress and other works utilizing "Fast" or "Bean Station" and all derivatives thereof.