

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
Petro Express, Inc.		01/05/2007	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	The Pantry, Inc.		
Street Address:	1801 Douglas Drive		
City:	Sanford		
State/Country:	NORTH CAROLINA		
Postal Code:	27330		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1462247	PETRO EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	(919)821-6800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9198211220		
Email:	rrehm@smithlaw.com		
Correspondent Name:	T. Robert Rehm, Jr.		
Address Line 1:	2500 Wachovia Capitol Center		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
ATTORNEY DOCKET NUMBER:	5829.10 - PETRO EXPRESS		
NAME OF SUBMITTER:	T. Robert Rehm, Jr.		
Signature:	/t robert rehm jr/		
Date:	05/04/2007		

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Total Attachments: 5

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement"), dated as of the 5th day of January, 2007 (the "Execution Date"), by and between PETRO EXPRESS, INC., a North Carolina corporation (the "Seller"), and THE PANTRY, INC., a Delaware corporation (the "Purchaser").

"Transfer" shall mean any sale, transfer, conveyance, assignment, delivery or other disposition.

PURCHASE AND SALE OF ASSETS

2.1 Purchase and Sale of Assets. Subject to the terms and conditions of this Agreement, the Seller shall Transfer or cause to be transferred to the Purchaser, and the Purchaser shall purchase, acquire and accept from the Seller, Seller's Affiliates and Seller's Designates, as applicable, all of the Seller's, Seller's Affiliates' and Seller's Designates', as applicable, right, title and interest in, to and under all of the real property, furniture, fixtures, equipment, inventory and other assets, used or located at the Stores and relating to the Business.

to include, without limitation:

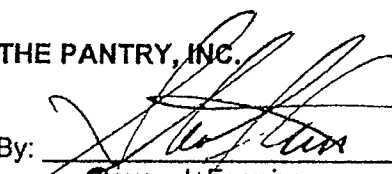
(l) the names "Petro Express" and "Carolina Petroleum Distributors", all variations thereof, related trademark and trade name registrations, and the goodwill associated therewith and with the Business; provided that Purchaser acknowledges that any representations or warranties with respect to Transfer of the names "Petro Express" and "Carolina Petroleum Distributors" shall be contained in Section 5.26;

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

PETRO EXPRESS, INC.

By: 
Thomas J. Hall
Vice President

THE PANTRY, INC.

By: 
Steven J. Ferreira
Senior Vice President

SCHEDULE 5.26
Trademarks

- **PETRO EXPRESS®**
 - registered with the United States Patent and Trademark Office
 - Registration date of October 20, 1987
 - Registration Number 1462247
 - Serial Number 73626943