

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NATIONAL CONVENIENCE STORES INCORPORATED		05/10/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VALERO MARKETING AND SUPPLY COMPANY		
<b>Street Address:</b>	One Valero Way		
<b>Internal Address:</b>	Commercial Law Dept.		
<b>City:</b>	San Antonio		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78249-1112		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1320077	NEIGHBORSTORE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(210)370-4881		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	210-345-5881		
<b>Email:</b>	nancy.peeler@valero.com		
<b>Correspondent Name:</b>	Eliot G. Bowytz		
<b>Address Line 1:</b>	One Valero Way		
<b>Address Line 2:</b>	Commercial Law Dept.		
<b>Address Line 4:</b>	San Antonio, TEXAS 78249-1112		
<b>ATTORNEY DOCKET NUMBER:</b>	NCS TO VMSC		
<b>NAME OF SUBMITTER:</b>	Nancy Peeler, Legal Assistant		
<b>Signature:</b>	/np/		

OP \$40.00 1320077

Date:

06/05/2007

**Total Attachments: 2**

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**ASSIGNMENT OF TRADEMARKS AND ACCOMPANYING GOODWILL**

This Assignment of Trademarks and Accompanying Goodwill is entered into between **NATIONAL CONVENIENCE STORES INCORPORATED**, a Delaware corporation ("Assignor") and **VALERO MARKETING AND SUPPLY COMPANY**, a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of various trademarks which are registered with the United States Patent and Trademark Office and the States of California and Texas, more fully set forth on the attached Schedule "A", and all rights appurtenant thereto (hereinafter the "Trademarks");

WHEREAS, Assignee is desirous of acquiring all of the right, title and interest in and to Assignor's Trademarks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business connected with the use of and symbolized by said mark, and together with any and all interests, claims and rights for damages and profits by reason of past infringement or unauthorized use of the mark, false designations of origin, unfair competition, deceptive trade practices, dilution or other misappropriation related to the Trademarks, use of confusingly similar marks or names by others and all other related causes of action and the right to use therefor.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be duly executed to take effect as of the 10th day of May, 2007.

ASSIGNOR:

NATIONAL CONVENIENCE STORES  
INCORPORATED

BY:  

Kimberly S. Bowers

Title Senior Vice President and  
General Counsel

ACKNOWLEDGED AND ACCEPTED:

ASSIGNEE:

VALERO MARKETING AND SUPPLY COMPANY

BY:  

Kimberly S. Bowers

Title Senior Vice President and  
General Counsel

**SCHEDULE "A"**

TRADEMARKS

United States Registrations

<u>Trademark/ Service Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
NEIGHBORSTORE	RN 1320077	February 12, 1985

State Registrations

<u>Trademark/ Service Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
STOP N GO (Texas)	RN 50,279	April 23, 1990
STOP N GO & DESIGN (Texas)	RN 50,280	April 23, 1990
STOP N GO (California)	RN 34,347	February 9, 1989