

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
National Bank of Canada, As Collateral Agent		02/19/2008	CORPORATION: CANADA

**RECEIVING PARTY DATA**

Name:	Circle K Enterprises, Inc.
Street Address:	1500 North Priest Drive
City:	Tempe
State/Country:	ARIZONA
Postal Code:	85281
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	1149199	CIRCLE K
Registration Number:	2171977	GRABBERS
Registration Number:	1145329	K
Registration Number:	1467908	K
Registration Number:	2150616	K
Registration Number:	1481818	THIRST BUSTER
Registration Number:	2121005	THIRST BUSTER
Registration Number:	2211713	THIRST FREEZER

**CORRESPONDENCE DATA**

Fax Number: (612)332-9081  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 612.336.4619  
 Email: broutman@merchantgould.com  
 Correspondent Name: Brent E. Routman

CH \$215.00 1149199

Address Line 1: P.O. Box 2910  
Address Line 4: Minneapolis, MINNESOTA 55402-0910

ATTORNEY DOCKET NUMBER:	9680.274US01
NAME OF SUBMITTER:	Brent E. Routman
Signature:	/ber/
Date:	02/22/2008

Total Attachments: 3  
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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
  
National Bank of Canada Acting as Collateral Agent  
1155 Metcalfe Street, 5th Floor  
Montreal, Quebec H3B 4S9  
Canada  
  
 Individuals                       Association  
 General Partnership            Limited Partnership  
 Corporation-State of  
 Other: Bank  
  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
  
Circle K Enterprises Inc.  
1500 North Priest Drive  
Tempe, Arizona 85281  
  
 Individual(s) citizenship                       Association  
 General Partnership                               Limited Partnership  
 Corporation-State of Delaware  
 Other: \_\_\_\_\_  
  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  
 Yes                       No  
(Designations must be separate document from Assignment)  
  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement            Change of Name  
 Other: Termination of Trademark Security Agreement  
  
Execution Date: February 2008

Individual(s) citizenship                       Association  
 General Partnership                               Limited Partnership  
 Corporation-State of Delaware  
 Other: \_\_\_\_\_  
  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  
 Yes                       No  
(Designations must be separate document from Assignment)  
  
Additional name(s) & address(es) attached?  Yes  No


4. Application number(s) or trademark number(s):  
  
A. Trademark Application No.(s)/ Mark(s)  
  
B. Trademark Reg. No.(s)/Mark(s)  
  
1,149,199; 2,171,977; 1,145,329; 1,467,908; 2,150,616; 1,481,818;  
1,121,005; and 2,211,713  
  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Brent E. Routman  
Address: MERCHANT & GOULD P.C.  
P.O. Box 2910  
Minneapolis, MN 55402-0910

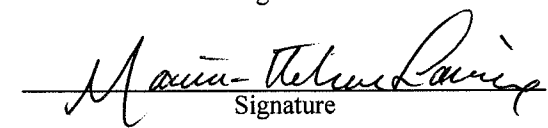
6. Total number of applications and trademarks involved: 8  
  
7. Total fee (37 CFR 3.41): \$  
 Enclosed  
 Authorized to be charged to deposit account  
  
8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

DO NOT USE THIS SPACE

9. Signature:  
  
National Bank of Canada, Collateral Agent  
  
Dominic Albanese  
Name of Person Signing

 February 19, 2008  
Signature                      Date

Marie-Hélène Lacroix  
Name of Person Signing

 February 19, 2008  
Signature                      Date

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Director of the United States Patent and Trademark Office  
Washington, D.C. 20231

**TERMINATION OF TRADEMARK SECURITY INTEREST**

**WHEREAS**, Circle K Enterprises Inc., a Delaware Corporation, having a place of business at 1500 North Priest Drive, Tempe, Arizona 85281 (hereafter referred to as "Circle K") is using the following trademarks registered in the United States Patent and Trademark Office:

<b><u>Mark</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
CIRCLE K	1,149,199	March 24, 1981
GRABBERS	2,171,977	July 7, 1998
K & Design	1,145,329	December 30, 1980
K & Design	1,467,908	December 8, 1987
K & Design	2,150,616	April 14, 1998
THIRST BUSTER	1,481,818	March 22, 1998
THIRST BUSTER & Design	2,121,005	December 16, 1997
THIRST FREEZER	2,211,713	December 15, 1998

(hereafter referred to as the "Trademarks");

**AND WHEREAS**, Circle K granted to National Bank of Canada, a Canadian Corporation, as Collateral Agent, having a place of business at 1155 Metcalfe Street, Fifth Floor, Montreal, Quebec H3B 4S9, Canada, a security interest in the Trademarks under the Security Agreement set forth in the documents recorded on January 7, 2004 at Reel Number 002892, Frame Number 0252 (the "Security Agreement") to secure the obligation more fully set forth in the Security Agreement;

**AND WHEREAS**, said obligation has now been fully performed and satisfied;

**NOW, THEREFORE**, National Bank of Canada, as Collateral Agent:

1. **HEREBY ACKNOWLEDGES AND AGREES** that the Security Agreement is hereafter void and canceled, and **TERMINATES** the security interest on the Trademarks granted therein;
2. **HEREBY ASSIGNS** to Circle K, its successors, assigns, and legal representatives any and all remaining right, title and interest granted National Bank of Canada as Collateral Agent, pursuant to the Security Agreement in and to the Trademarks, together with the good will of the business symbolized by the marks, and the above-identified registrations thereof; and
3. **HEREBY COVENANTS** that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement. National Bank of Canada as Collateral

Agent also covenants that the person executing this Agreement on its behalf does so with National Bank of Canada's full and express authority.

To comply with 37 CFR 3.21 for recording of this Assignment, National Bank of Canada hereby authorizes and requests the firm of Merchant & Gould, P.C. to correct any errors in this Termination of Trademark Security Interest or insert any further identification or other information necessary or desirable to make this Termination of Trademark Security Interest suitable for recording in the United States Patent Office when such identification or information becomes known.

In Witness Whereof, I hereunto set my hand this 19 day of February 2008.

National Bank of Canada As Collateral Agent

BY:

NAME:

TITLE:

BY:

NAME:

TITLE:

NOTARIAL CERTIFICATE

PROVINCE OF Quebec )  
CITY OF Montreal ) ss.

On February 19, 2008, before me, a notary public, personally appeared Dominic Albanese and Marie-Helene Lacroix both personally known to me (of having proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and office



Ginette B. Deslauriers  
Notary Public