

04-02-2008

J.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

RECC
TF



103493928

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

3-31-08

1. Name of conveying party(ies):

Calfee Company of Dalton, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: Georgia
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 02, 2007

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: MAPCO Express, Inc.

Internal

Address: Attn: General Counsel

Street Address: 7102 Commerce Way

City: Brentwood

State: TN

Country: USA Zip: 37027

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1269491, 1269492, 1551140

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
FAVORITE MARKET (TYPED DRAWING), FM FAVORITE MARKET (WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM), FAVORITE FARMS (TYPED DRAWING)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: MAPCO Express, Inc.

Internal Address: General Counsel

Street Address: 7102 Commerce Way

City: Brentwood

State: TN Zip: 37027

Phone Number: 615-771-6701

Fax Number: 615-435-1271

Email Address: kent.thomas@mapcoexpress.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date 03/01/08 - 12/31/09

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Signature

03/17/08
Date

Kent Thomas
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 14

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT OF INTANGIBLE PROPERTY

THIS ASSIGNMENT OF INTANGIBLE PROPERTY (the "Assignment") is made and entered into as of the 2nd day of April, 2007, by CALFEE COMPANY OF DALTON, INC., FM LEASING, LP, FM LEASING I, LP, MF LEASING, LP, AC STORES, LP, COM-PAC PROPERTIES, LLC, COM-PAC PROPERTIES GROUP, LP, and FAVORITE ONE PROPERTIES, LP, as assignor (collectively, "Assignor"), and MAPCO EXPRESS, INC., a Delaware corporation, as assignee ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee previously entered into that certain Purchase and Sale Agreement, dated February 8, 2007 (the "Sale Agreement"), under which Assignor agreed to sell one hundred seven (107) 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; 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. Assignor hereby conveys and assigns all of the Intangible Property. 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. Status. Assignor represents and warrants to Assignee that: (i) Seller has the right to assign the Intangible Property to Buyer, and (ii) the Intangible Property is not subject to any Liens or other encumbrances.
4. Governing Law. This Assignment shall be construed and enforced in accordance with and governed by the laws of the State of Tennessee.
5. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

ASSIGNEE:

MAPCO Express, Inc.

By: [Signature]
Name: Lawrence E. Gustafson
Title: COO P/E UP

By: [Signature]
Name: Edward Morgan
Title: CFO

ASSIGNOR:

CALFEE COMPANY OF DALTON, INC.

By: _____
Title: _____

FM LEASING, LP

By: FM Leasing, LLC,
General Partner

By: _____
Milton A. Turner,
Chief Manager

FM LEASING I, LP

By: FM Leasing II, Inc.
General Partner

By: _____
Title: _____

MF LEASING, LP

By: MF Leasing, LLC,
General Partner

By: _____
Milton A. Turner,
Chief Manager

[SIGNATURES ON NEXT PAGE]

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

ASSIGNEE:

MAPCO Express, Inc.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ASSIGNOR:

CALFEE COMPANY OF DALTON, INC.

By: Samuel D. Turner
Title: President

FM LEASING, LP

By: FM Leasing, LLC,
General Partner

By: [Signature]
Milton A. Turner,
Chief Manager

FM LEASING I, LP

By: [Signature] FM Leasing I, Inc.
General Partner

By: [Signature]
Title: Pres

MF LEASING, LP

By: MF Leasing, LLC,
General Partner

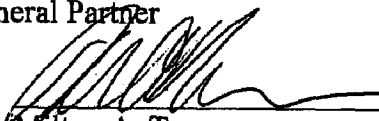
By: [Signature]
Milton A. Turner,
Chief Manager

[SIGNATURES ON NEXT PAGE]

AC STORES, LP

By: AC Stores, Inc.
General Partner

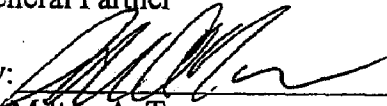
By:


Milton A. Turner,
President

COM-PAC PROPERTIES GROUP, LP

By: Com-Pac Properties Corporation
General Partner

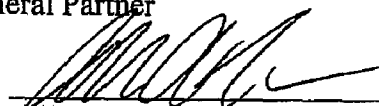
By:


Milton A. Turner,
President

FAVORITE ONE PROPERTIES, LP

By: GP Favorite One Properties, Inc.
General Partner

By:


Milton A. Turner,
President

**ARTICLE XIV
DEFINITIONS**

"Affiliates" means, with respect to any party, (i) all officers, directors, members, shareholders and partners of the party, (ii) all Persons that, directly or indirectly, own or control, are owned or controlled by, or are under common ownership or control with the party, (iii) all Persons that, directly or indirectly, own five percent (5%) or more of the voting interests or financial interests of a Person described in clause (i) or (ii) of this section, and (iv) all of the immediate family members of Person who is an affiliate of the party under (i), (ii) or (iii) of this section. As used in the preceding sentence, the terms "control", "controlled by" and "under common control with" mean the possession of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise. If a party is the beneficiary of any trust or has the power to direct the actions of the trustee of any trust, directly or indirectly, then such trust shall be considered one of its "Affiliates" for purposes hereof.

"Additional Operating Agreements" means any service, supply, security, pest control, maintenance, repair, janitorial, advertising, software, vending machine, utility, lottery, signage, billboard, ATM, subleases, leases, licenses, and other operating agreements entered into by Seller after October 31, 2006.

"Adjacent Real Property" means any real property that abuts or adjoins any portion of the Properties.

"Alcoholic Beverages" means beer, wine and other alcoholic beverages held for sale to customers of the Convenience Stores as of the Closing.

"Applicable Laws" means all applicable governmental laws, rules, regulations, codes, ordinances, orders, rulings and decrees, including, but not limited to, court orders, injunctions, judgments, and other enforceable requirements that have the effect of law.

"Assets" means (i) the Fee Properties, (ii) all of Seller's right, title and interest in the Leases and the Leased Properties, (iii) the Personal Property, (iv) the Fuel Inventory, (v) the Food Supplies Inventory, (vi) the Merchandise Inventory, (vii) all of Seller's right, title and interest in the Surviving Operating Agreements, and (viii) all of Seller's right, title and interest in the Intangible Property.

"Business Day" means Monday through Friday, excluding holidays on which national banking associations in Nashville, Tennessee are authorized to be closed.

"Carve Out Store" means any Convenience Stores with respect to which the Required Agreements have not been obtained or the Title Requirements have not been satisfied at the time the Closing is scheduled to occur. "Carve Out Stores" means collectively each and every Carve Out Store.

"Carve Out Store Value" means, with respect to any Carve Out Store, the price allocated to such Carve Out Store shown on Schedule 14.01.

"Closing" means the closing and consummation of the transaction contemplated by this Agreement.

“Closing Date” means the date upon which the Closing occurs.

“Contract Payables” means all amounts that Seller is required to pay under the Leases and the Surviving Operating Agreements, including, but not limited to, rent and additional rent.

“Contract Receivables” means all amounts owed to Seller under the Leases and the Surviving Operating Agreements, including, but not limited to, rent and additional rent.

“Convenience Stores” means all of the convenience stores identified on Schedule 14.02, including, without limitation, all motor vehicle fuel sales facilities, restaurants, and other offerings forming a part thereof, but excluding the operations being conducted by the tenants under the Operating Agreements, if any.

“Earnest Money” shall have the meaning ascribed to it in Section 2.2.

“Environmental Laws” means all Applicable Laws pertaining to the protection of human health or the environment.

“Environmental Third Party Liabilities” means any Liabilities asserted by any Third Party for property damage, personal injury or other common law claims for damages other than for Remediation Costs.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended or any successor statute, and all governmental rules and regulations related thereto.

“Escrow Agent” means First American Title Insurance Company.

“Escrow Agreement” shall have the meaning ascribed to it in Section 2.2.

“Execution Date” shall have the meaning ascribed to it in the initial paragraph of this Agreement.

“Excluded Assets” means the items described on Schedule 14.03-A and Schedule 14.03-B. For purposes hereof, the Excluded Assets described on Schedule 14.03-A are referred to as the “Removed Excluded Assets” and the Excluded Assets described on Schedule 14.03-B are referred to as the “Remaining Excluded Assets.”

“Fee Properties” means the Properties identified as “Fee” on Schedule 14.02.

“Food Supplies” means all (i) food products and ingredients that are intended to undergo further processing, packaging or preparation prior to their sale to customers of the Convenience Stores or that are provided to customers of the Convenience Stores at no additional charge, including, but not limited to, soft drink syrups, coffee, hot chocolate, and condiments, and (ii) the cups, lids, straws, and napkins used in the operation of any delicatessens and roller grill programs operated by Seller in the Convenience Stores.

“Food Supplies Inventory” means the quantity of Food Supplies located at the Convenience Stores as of the Transfer Time.

“Food Supplies Inventory Price” shall have the meaning set forth in Section 3.2.4.

“Fuel Branding Agreements” shall have the meaning set forth in Section 6.1(p).

“Fuel Contamination” means any and all pollutants, contaminants, materials, wastes, chemicals and substances that are components or component parts of motor vehicle fuels that are of the type that are or may be eligible for reimbursement under applicable UST Funds, including, without limitation, gasoline, diesel fuel, petroleum products, hydrocarbons, and petroleum-derived constituents, regardless of whether actually subject to reimbursement (whether due to failure to meet the applicable deductibles or failure to satisfy any other requirements for reimbursement under the UST Funds).

“Fuel Supplies” means the quantity of motor vehicle fuels (e.g. gasoline and diesel) located in the UST System.

“Fuel Inventory” means the Fuel Supplies as of the Transfer Time.

“Fuel Inventory Price” shall have the meaning set forth in Section 3.2.2.

“GAAP” means generally accepted accounting principles.

“Hazardous Materials” means any and all pollutants, contaminants, materials, wastes, chemicals, and substances that are regulated under any Environmental Laws, including, but not limited to, polychlorinated biphenyls, asbestos (friable and non-friable), radon, urea formaldehyde, but excluding, however, Fuel Contamination.

“Hazardous Materials Contamination” means contamination of one or more of the Properties by Hazardous Materials.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended or any successor statute, and all governmental rules and regulations related thereto.

“Intangible Property” means all intangible property owned by Seller and related to the Properties, the Personal Property or the Convenience Stores that are not excluded Assets, including, but not limited to, (i) the Permits and Warranties, to the extent transferable, (ii) the Trade Names & Marks, (iii) websites, internet domain names and source code related to the Assets or the operation of the Convenience Stores, and (iv) all development and usage rights, utility capacity reservations, claims and entitlements, including, but not limited to, all claims and rights that Seller has against third parties that are related to Fuel Contamination and Hazardous Materials Contamination.

“IRC” means the Internal Revenue Code of 1986, as amended.

“Leases” means the leases and related documents described on Schedule 14.04, pursuant to which Seller leases the Leased Properties, as the same are amended in accordance with the express provisions of this Agreement.

“Leased Properties” means the Properties identified as “Leased” on Schedule 14.02.

“Liabilities” means claims, actions, lawsuits, losses, damages, liabilities, fines, penalties, assessments, liens, pre-judgment and post-judgment interest, charges, costs and expenses, including, but not limited to, court costs, reasonable attorneys’ fees (without regard to any statutory presumption) and litigation expenses.

“Liens” means all liens, monetary judgments, tax liens, mortgages, deeds of trust, deeds to secure debt, security deeds, financing statements and other security interests encumbering the Assets (or a portion thereof).

“Material Adverse Effect” means: (i) any matter or condition, including without limitation an actual or pending change in Applicable Laws, that will prohibit or materially impair Buyer’s ability to acquire the Assets or the Convenience Stores, or to use and operate the Convenience Stores or the Assets as presently conducted; (ii) any change in environmental condition of any of the Assets or the Convenience Stores, (ii) any pending or threatened lawsuit or similar proceeding affecting any of the Assets or the Convenience Stores, (iii) any single change in physical condition or single defect or deficiency in the Assets or the Convenience Stores that, in Buyer’s reasonable judgment, will cost more than Fifty Thousand and No/100 US Dollars (US \$50,000.00) to correct or that reduces the value of the Assets by more than Fifty Thousand and No/100 US Dollars (US \$50,000.00); (iii) any group of changes in physical condition or group of defects or deficiencies in the Assets that, in Buyer’s reasonable judgment, will cost more than Two Hundred Fifty Thousand and No/100 US Dollars (US \$250,000.00) to correct, in the aggregate, or that reduce the value of the Assets by more than Two Hundred Fifty Thousand and No/100 US Dollars (US \$250,000.00), in the aggregate; or (iv) any claims, liabilities, matters or conditions related to the Convenience Stores or the Assets that are reasonably likely to result in loss or damage to Buyer Fifty Thousand and No/100 US Dollars (US \$50,000.00) individually or Two Hundred Fifty Thousand and No/100 US Dollars (US \$250,000.00) in the aggregate.

“Merchandise Supplies” means the merchandise held for sale to customers of the Convenience Stores, excluding the Fuel Inventory, the Food Supplies Inventory and the Excluded Assets.

“Merchandise Inventory” means the Merchandise Supplies as of the Transfer Time.

“Merchandise Inventory Price” shall have the meaning set forth in Section 3.2.3.

“Non-Surviving Operating Agreements” means each of the Operating Agreement labeled as “Terminate” on Schedule 14.05.

“Operating Agreements” means (i) the service, supply, security, pest control, maintenance, repair, janitorial, advertising, software, vending machine, utility, lottery, signage, billboard, ATM, subleases, leases, licenses, and other operating agreements described on Schedule 14.05, including, but not limited to, Seller Remediation Agreements, the Third Party Remediation Agreements and the Fuel Branding Agreements; and (ii) the Additional Operating Agreements.

“Option Properties” means the properties described on Schedule 14.06.

“Permits” means the governmental permits, licenses, consents and registrations related to the Convenience Stores or the Assets, including, but not limited to, the permits, licenses, consents and registrations described on Schedule 14.07.

“Permitted Encumbrances” means (i) the easements, encumbrances and restrictions disclosed by the Pro Forma Title Policies and the Surveys, excluding Liens and matters that are remedied or removed prior to Closing as a result of Seller satisfying the Title Requirements and obtaining the Required Agreements, and (ii) the lien for Real Property Taxes for the year in which the Closing takes place and subsequent years that are not due and payable as of the Closing.

“Person” means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated organization, association, corporation, institution, trust, entity, party or

governmental authority (whether national, federal, state, county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof).

“Personal Property” means (i) all personal property, machinery, appliances, equipment, trade fixtures, furnishings, shelving, display racks, canopies, fuel dispensers, fueling control systems, UST Systems, computer hardware, computer software, point of sale systems, telephone systems, signage, spare parts, tools and other tangible personal property located on the Properties as of the Execution Date or brought on the Properties prior to Closing, including, but not limited to, all of the items described on **Schedule 14.08**, and (ii) all business supplies, cleaning products, toilet paper, paper towels, napkins, styrofoam containers, cups, boxes, plastic utensils, lids, straws, plastic bags, labels, cash register supplies, and separately stored fuel additives (i.e. those not yet blended with the Fuel Inventory) located on the Properties as of the Closing; provided, however, the Personal Property shall not include the Fuel Inventory, the Food Supplies Inventory, the Merchandise Inventory or the Excluded Assets.

“Personal Property Taxes” means all personal property taxes, ad valorem taxes, and assessments (general and special, public and private) levied against the Personal Property.

“Post-Remediation Properties” shall have the meaning set forth in Section 5.4.1.

“Pre-Closing Business Taxes” means all sales, income, gross receipts, excise, franchise, use, rental, license, privilege, employment, payroll, transfer, business, occupation, real, personal property, fuel, tobacco, Alcoholic Beverage and other taxes due in connection with the ownership or operation of the Convenience Stores and the Assets prior to Closing.

“Price Book” means the book that Seller has previously furnished to Buyer which sets forth the retail price charged for each type of merchandise sold at the Convenience Stores, excluding motor vehicle fuels.

“Pro Forma Title Policies” shall have the meaning set forth in Section 4.2.

“Properties” means (i) the real property (owned and leased) upon which the Convenience Stores are located and all real property owned or leased by Seller that abuts or adjoins the real property upon which the Convenience Stores are located, all of which are described on **Schedule 14.09**, (ii) all buildings, structures, fixtures, and other improvements located on said properties, (iii) all rights, easements, privileges, tenements, hereditaments, appurtenances, reversions, remainders, licenses and benefits belonging to or running with said properties, and (iv) all of Seller’s right, title and interest in the area lying beneath any road abutting or adjoining said properties.

“Purchase Price” shall have the meaning set forth in Section 3.1.

“Real Property Taxes” means all real property taxes, ad valorem taxes, and assessments (general and special, public and private) levied against the Properties.

“Records” means all books, records and documents maintained by or on behalf of Seller relating to the acquisition, development, construction, improvement, ownership, occupancy, maintenance, repair, management, leasing, use or operation of the Assets or the Convenience Stores, including, without limitation, (i) plans and specifications, (ii) engineering, environmental and physical inspection reports, (iii) surveys, plats and maps, (iv) tenant files, (v) all sales, income, gross receipts, excise, franchise, use, rental, license, privilege, employment, payroll, transfer, business, occupation, real, personal property, fuel, tobacco, Alcoholic Beverage and other tax information, (v) accounting books and records, (vi) records related to maintenance, repair, ownership and operation of underground storage tanks and related

facilities (such as, without limitation, owner's manuals, release detection reports, records of required calibrations, inspections reports, and tank tightness tests), (vii) insurance policies, insurance claims reports, insurance analysis and related materials, and (viii) corporate, fleet and other customer files and contact information.

"Remediate," "Remediation," or "Remedial Action" means any and all removal, abatement, response, investigation, cleanup, disposal and monitoring activities undertaken to address a release or spill of Hazardous Materials or Fuel Contamination, as applicable, including, without limitation, any investigation, study, assessment, testing, monitoring, containment, removal, disposal, closure, corrective action, passive remediation, natural attenuation or bioremediation, and the installation and operation of remediation systems; provided that such terms shall not include third party claims for personal injury or property damages.

"Remediation Costs" means all costs and expenses required to Remediate Hazardous Materials or Fuel Contamination, as applicable, to the extent required to comply with Environmental Laws.

"Remediation Property Fuel Contamination" means the Fuel Contamination located on the Remediation Properties that is expressly delineated on **Schedule 14.10**, it being acknowledged and understood, however, that readings in monitoring wells of the amount of Fuel Contamination located on the Remediation Properties may vary from time to time based upon weather or atmospheric conditions, and that "Remediation Property Fuel Contamination" includes such amounts as are reasonably demonstrated to be due to said variations from time to time, but does not include Fuel Contamination that was otherwise not known to Buyer.

"Replacement Jobber Agreements" means the agreements satisfying the requirements set forth on **Schedule 14.11**.

"Required Agreements" means duly executed and properly completed consents, estoppels certificates, waivers and other agreements in the form attached to or described on **Schedule 14.12**, which are free of reservations, exceptions or other modifications.

"Seller Remediation Agreements" means the agreements described on **Schedule 14.13**, pursuant to which Seller has engaged certain third party contractors to Remediate the Fuel Contamination on the Seller Remediation Properties.

"Seller Remediation Properties" shall have the meaning set forth in Section 5.4.1.

"Seller's Remediation Summary" means the written statement prepared by Seller and attached hereto as **Schedule 14.14**, which includes, among other information, the total costs incurred by Seller (or its agents, employees, contractors or representatives) in connection with the Remediation of the Seller Remediation Properties, including, but not limited to, all amounts for which Seller (or its agents, employees, contractors or representatives) has been reimbursed or intends to seek reimbursement from the UST Fund.

"Scheduled Closing Date" means the date the Closing is scheduled to occur.

"Store Employees" means (i) the active employees who are physically employed at the Convenience Stores, plus (ii) any other employees of Seller that Buyer elects, in its sole discretion, to hire in connection with its acquisition of the Convenience Stores .

"Surveys" shall have the meaning set forth in Section 4.2.

“Surviving Operating Agreements” means all of the Operating Agreements, except (i) any Operating Agreement that Seller is required to terminate or modify so it no longer applies to the Convenience Stores under Section 5.2 and (ii) any Operating Agreement that expires in accordance with its terms prior to Closing.

“Third Party Fuel Contamination” means the fuel contamination (including, but not limited to, hydrocarbons, benzene and other fuel constituents) on the Third Party Remediation Properties that is expressly required to be Remediated by the Third Party Remediators under the Third Party Remediation Agreements related to the Third Party Remediation Properties.

“Third Party Remediation Agreements” means the agreements described on Schedule 14.15.

“Third Party Remediation Properties” shall have the meaning set forth in Section 5.4.1.

“Third Party Remediators” means the Persons who have agreed to Remediate certain fuel contamination affecting the Third Party Remediation Properties under the terms of the Third Party Remediation Agreements.

“Title Company” means the title insurance company that issues the Pro Forma Title Policies and the Title Policies.

“Title Defect” means any defect in the status of title to the Properties used in connection with the Convenience Stores identified on Schedule 7.1, including, without limitation, (i) any matter that renders title to one or more of such Properties unmarketable, (ii) any matter that, in Buyer’s reasonable judgment, is likely to have, directly or indirectly, a material adverse affect on the Assets or the operation of such Convenience Stores, as presently operated, (iii) any matter that, in Buyer’s reasonable judgment, will prevent Buyer from fully restoring one of such Properties to its current condition after a fire or other casualty, (iv) any material encroachment affecting such Properties, (v) any private access roads or other facilities outside the boundaries of such Properties that are used in the operation of the Convenience Stores and are not located within a valid easement benefiting such Property that are superior to all liens and encumbrances, (vi) any material violations of the easements, encumbrances and restrictions encumbering such Properties, and (vii) any rights of first refusal, rights of first negotiation, purchase options, purchase contracts and similar agreements granting any Person the right to acquire all or any interest in such Properties, excluding matters waived pursuant to the Required Agreements.

“Title Policies” means ALTA Owner’s Extended Coverage Policies of Title Insurance (Form 1992), in the same form as the Pro-Forma Title Policies, insuring good and marketable fee simple or leasehold title, as applicable, free from Title Defects, each of which policies shall (i) contain all endorsements reasonably required by Buyer, (ii) insure that Buyer has a good and marketable fee simple absolute estate in the Fee Properties and a good and marketable leasehold estate in the Lease Properties, (iii) have an aggregate liability limit equal to the Purchase Price (allocated in such manner as Buyer determines is appropriate), and (iv) contain exceptions only for Permitted Encumbrances. The Buyer may obtain such endorsements to the Title Policies as it desires and Seller shall cooperate in obtaining such endorsements, however, the cost of all such additional endorsements shall be paid for by Buyer.

“Title Requirements” means all of the matters described on Schedule 14.16.

“Trade Names & Marks” means the trademarks, service marks and trade names described on Schedule 14.17, together with all permits, grants, licenses, good will and other rights belonging to Seller that are related thereto.

"Transaction Sales Taxes" means all sales or other excise taxes imposed as a result of the sale of the Assets to Buyer pursuant to this Agreement.

"Transfer Time" means 6:00 A.M. local time on the Closing Date.

"U.C.C. Report" means the results of a search of the records of all offices where a valid security interest in any of the Assets could be filed, utilizing the name of Seller and all other names under which Seller does business.

"UST Funds" means (i) the petroleum underground storage tank fund established pursuant to Ala. Code Section 22-36-1 et. seq., as the same are amended or any successor statutes thereto, (ii) the petroleum underground storage tank fund established pursuant to O.C.G.A. Section 12-13-1 et. seq., as the same are amended or any successor statutes thereto, and (iii) the petroleum underground storage tank fund established pursuant to T.C.A. Section 68-215-101 et. seq.

"UST Systems" means the underground storage tanks located on the Properties that are used to hold motor vehicle fuels, together with all related piping, lines, pumps, siphons, contaminant systems and other ancillary facilities.

"Warn Act" means the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2102 et. seq., as amended or any successor statute, and all governmental rules and regulations related thereto.

"Warranties" means all warranties benefiting Seller that are related to the Assets and are in effect as of the Closing.

SCHEDULE 14.17

DESCRIPTION OF TRADE NAMES & MARKS

TRADEMARK OR TRADENAME:	USE:
Favorite Markets*	Convenience Store Name
Favorite Farms	Private Label Bread
Fingers*	Chicken Deli
Footers*	Footers
Formaggios*	Pizza Program
El Favorito Grill	Mexican Food Program
Thirst Zone	Fountain Soft Drinks

* Buyer is granting Calfee Company of Dalton, Inc. the non-exclusive right to use these trademark/tradenames, after Closing, under the License Agreement in connection with its operation of certain convenience stores not being transferred to Buyer.