

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pilot Travel Centers LLC		10/08/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	231 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60697
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3264767	CRAZEE ABOUT COFFEE.
Registration Number:	3339914	CRAZEE ABOUT COFFEE.
Registration Number:	3031975	CRAZY ABOUT COFFEE
Registration Number:	3339915	
Registration Number:	3294928	FUEL N-GO
Registration Number:	1440835	PILOT
Registration Number:	0662777	PILOT
Registration Number:	1329189	PILOT
Registration Number:	2232991	PILOT FOOD MARTS
Registration Number:	2232992	PILOT FOOD MARTS
Registration Number:	3424157	PILOT FUEL AND GO!
Registration Number:	3446478	PILOT GOOD TO GO!
Registration Number:	2232994	PILOT TRAVEL CENTERS
Registration Number:	2242056	PILOT TRAVEL CENTERS

CH \$415.00 3264767

Registration Number:	3044805	PILOT TRUCK CARE CENTER
Registration Number:	3490807	TRUCKERS FOR TOTS

CORRESPONDENCE DATA

Fax Number: (704)350-7800
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (704) 350-7769
Email: bsmith@winston.com
Correspondent Name: Jason E. Bennett
Address Line 1: Winston & Strawn LLP, 214 N. Tryon St.
Address Line 2: 22nd Floor
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	80393.07181
NAME OF SUBMITTER:	Jason E. Bennett
Signature:	/Jason E. Bennett/
Date:	10/08/2008

Total Attachments: 3
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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Collateral Agreement dated as of October 8, 2008 (as amended, modified, extended or restated from time to time, the "Agreement") among the Grantor, the other grantors from time to time party thereto and the Administrative Agent for the holders of the Credit Party Obligations referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications on Schedule 1 attached hereto to the Administrative Agent for the ratable benefit of the holders of the Credit Party Obligations.

The Grantors and the Administrative Agent, on behalf of the holders of the Credit Party Obligations, hereby acknowledge and agree that the security interest in such trademarks and trademark applications (a) may only be terminated in accordance with the terms of the Agreement and (b) is not to be construed as an assignment of any trademark or trademark application.

GRANTOR:

Very truly yours,

PILOT TRAVEL CENTERS LLC,
a Delaware limited liability company

By: 

Name: Mitchell Steenrod

Title: Sr. VP and CFO

ADMINISTRATIVE AGENT:

Acknowledged and accepted:

Bank of America, N.A.
231 South LaSalle Street
Chicago, Illinois 60697

BANK OF AMERICA, N.A.,

By: _____

Name: _____

Title: _____

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GRANTOR:

Very truly yours,

PILOT TRAVEL CENTERS LLC,
a Delaware limited liability company

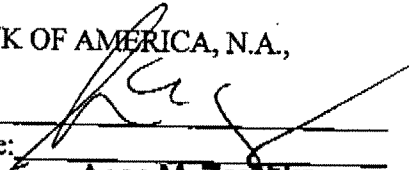
By: _____
Name: _____
Title: _____

ADMINISTRATIVE AGENT:

Bank of America, N.A.
231 South LaSalle Street
Chicago, Illinois 60697

Acknowledged and accepted:

BANK OF AMERICA, N.A.,

By: 
Name: _____
Title: **Anne M. Zeschke**
Vice President

SCHEDULE 1

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date of Trademark</u>
3264767	CRAZEE ABOUT COFFEE (Stylized)	7/17/07
3339914	CRAZEE ABOUT COFFEE and Design	11/20/07
3031975	CRAZY ABOUT COFFEE	12/20/05
3339915	Design Only	11/20/07
3294928	FUEL N-GO and Design	9/18/07
1440835	PILOT	5/26/87
0662777	PILOT (Stylized)	6/10/58
1329189	PILOT and Design	4/9/85
2232991	PILOT FOOD MARTS and Design	3/16/99
2232992	PILOT FOOD MARTS and Design	3/16/99
3424157	PILOT FUEL & GO! and Design	5/6/08
3446478	PILOT GOOD TO GO!	6/10/08
2232994	PILOT TRAVEL CENTERS and Design	3/16/99
2242056	PILOT TRAVEL CENTERS and Design	4/27/99
3044805	PILOT TRUCK CARE CENTER and Design	1/17/06

TRADEMARK APPLICATIONS

<u>Trademark Application No.</u>	<u>Description of Trademark Applied for</u>	<u>Date of Trademark Application</u>
3490807	TRUCKERS FOR TOTS	8/19/08