

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
Worsley Operating Corporation		12/11/2008	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	VP C-Store Finance Holding, LLC		
Street Address:	5200 Town Circle, Suite 600		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33486		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2974725	CAROLINA PETRO	
Registration Number:	2995521	CIGARETTE CITY	
Serial Number:	76686359	CW'S COFFEE COMPANY	
Serial Number:	76687138	SCOTCHMAN	
Serial Number:	76687139	SCOTCHMAN YOUR GOOD NEIGHBOR STORE	
Serial Number:	76687140	SCOTCHMAN STORES	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202.739.5262		
Email:	trademarks@morganlewis.com		
Correspondent Name:	Aggie Siarkowska		
Address Line 1:	1111 Pennsylvania Ave., N.W.		
Address Line 2:	TMSU		
Address Line 4:	Washington, DC, DISTRICT OF COLUMBIA 20004		

CH \$165.00 2974725

NAME OF SUBMITTER:	Aggie Siarkowska
Signature:	/Aggie Siarkowska/
Date:	01/26/2009

Total Attachments: 10
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of December 11, 2008 is made by Next Door Operations, LLC, a Delaware limited liability company, Village Pantry, LLC, an Indiana limited liability company and Worsley Operating Corporation, a North Carolina corporation (collectively, the "Grantors", and each individually, a "Grantor"), in favor of VP C-Store Finance Holding, LLC, a Delaware limited liability company, as lender (the "Lender"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Worsley Operating Corporation and Marsh Village Pantries, LLC (collectively, the "Borrowers") have executed that certain Subordinated Secured Promissory Note, dated as of December 11, 2008 (as amended, restated, supplemented, or otherwise modified from time to time, the "Note"), made by the Borrowers in favor of the Lender;

WHEREAS pursuant to the Note, the Lender has agreed to make loans to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Note, the Grantors have executed and delivered (i) a Guaranty, dated as of the date hereof, in favor of the Lender (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Guaranty"), guaranteeing in full the obligations of the Borrowers under the Note and (ii) a Security Agreement, dated as of the date hereof, in favor of the Lender (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), pledging and granting to the Lender a continuing security interest in all personal property, including the Trademarks (as defined below);

WHEREAS, each of the Grantors has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to make loans to the Borrowers pursuant to the Note, the Grantors agree, for the benefit of the Lender as follows:

SECTION 1. Definitions. The following terms (whether or not underscored) when used in this Agreement, including its preamble and recitals, shall have the following meanings:

"Trademarks" shall mean all United States, state and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, logos, other

source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the names, likeness, signature and biographical data of natural persons, now or hereafter in force, and, with respect to any and all of the foregoing: (i) all registrations and recordation thereof and all applications in connection therewith including, but not limited to, the registrations and applications referred to in Schedule A (as such schedule may be amended or supplemented from time to time), (ii) all renewals and extensions thereof (iii) the goodwill of the business associated therewith and symbolized thereby, (iv) all rights corresponding to any of the foregoing throughout the world, (v) all rights to sue at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, including, without limitation, the right to receive all proceeds of suit and damage awards therefore, and (vi) all payments, income, and royalties and rights to payments, income, and royalties arising out of the sale, lease, license assignment or other disposition thereof.

SECTION 2. Grant of Security Interest. The Grantors hereby pledge and grant a continuing security interest in, and a right of setoff against, and effective upon a demand for payment made by the Lender under the Note, assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Lender to secure payment, performance and observance of the Obligations (as defined in the Security Agreement, dated as of the date hereof, by and between the Grantors and the Lender).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lender in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Governing Law, Entire Agreement, etc. **THIS GRANT OF SECURITY INTERESTS IN TRADEMARK RIGHTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. THIS GRANT OF SECURITY INTERESTS IN TRADEMARK RIGHTS, THE SECURITY AGREEMENT, THE GUARANTY AND THE NOTE CONSTITUTE THE ENTIRE UNDERSTANDING AMONG THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER**

HEREOF AND SUPERSEDE ANY PRIOR AGREEMENTS, WRITTEN OR ORAL, WITH RESPECT THERETO.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 7. Intercreditor Agreement. **ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE LIENS AND SECURITY INTERESTS SECURING THE OBLIGATIONS EVIDENCED BY THE NOTE, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE HOLDER THEREOF ARE SUBJECT TO THE PROVISIONS OF THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT, DATED AS OF DECEMBER 11, 2008, BY AND AMONG VP C-STORE FINANCE HOLDING, LLC, AS SUBORDINATED CREDITOR, NATIONAL CITY BUSINESS CREDIT, INC., AS SENIOR AGENT, AND THE OTHER PARTIES THAT ARE SIGNATORIES THERETO (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTORS:

NEXT DOOR OPERATIONS, LLC

By: Steve L. May

Name: Steven L. May

Title: Vice President and Chief Financial Officer

VILLAGE PANTRY, LLC

By: Steve L. May

Name: Steven L. May

Title: Vice President and Chief Financial Officer

WORSLEY OPERATING CORPORATION, LLC

By: _____

Name: Jeff Turpin

Title: President and Chief Financial Officer

LENDER:

VP C-STORE FINANCE HOLDING, LLC

By: _____

Name:

Title:

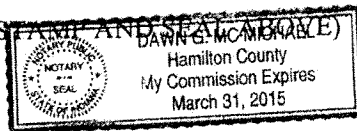
[Signature Page to Grant of Security Interest in Trademark Rights]

STATE OF)
) ss
COUNTY OF)

On the ___ day of December, 2008, before me personally came Steven L. May; who, being duly sworn, did depose and say that he is the Vice President and Chief Financial Officer of each of Next Door Operations, LLC, a Delaware limited liability company, and Village Pantry, LLC, an Indiana limited liability company, the companies described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such companies; and that he acknowledged said instrument to be the free act and deed of said companies.

Dawn G McMichael
Notary Public
Dawn G McMichael

(PLACE STAMP AND SEAL ABOVE)



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTORS:

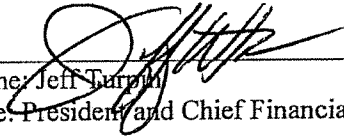
NEXT DOOR OPERATIONS, LLC

By: _____
Name: Steven L. May
Title: Vice President and Chief Financial Officer

VILLAGE PANTRY, LLC

By: _____
Name: Steven L. May
Title: Vice President and Chief Financial Officer

WORSLEY OPERATING CORPORATION, LLC

By:  _____
Name: Jeff Turpin
Title: President and Chief Financial Officer

LENDER:

VP C-STORE FINANCE HOLDING, LLC

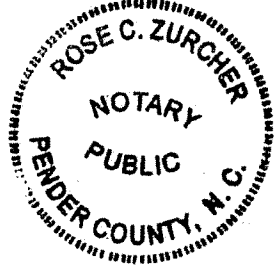
By: _____
Name:
Title:

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 003924 FRAME: 0489

STATE OF *North Carolina*
COUNTY OF *New Hanover*) SS

On the 9 day of December, 2008, before me personally came Jeff Turpin; who, being duly sworn, did depose and say that he is the President and Chief Financial Officer of Worsley Operating Corporation, a North Carolina corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.



Rose C. Zurcher
Notary Public

(PLACE STAMP AND SEAL ABOVE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTORS:

NEXT DOOR OPERATIONS, LLC

By: _____
Name: Steven L. May
Title: Vice President and Chief Financial Officer

VILLAGE PANTRY, LLC


By: _____
Name: Steven L. May
Title: Vice President and Chief Financial Officer

WORSLEY OPERATING CORPORATION, LLC

By: _____
Name: Jeff Turpin
Title: President and Chief Financial Officer

LENDER:

VP C-STORE FINANCE HOLDING, LLC

By: 
Name: FRANK LAZARAN
Title: PRESIDENT & CHIEF EXECUTIVE OFFICER

[Signature Page to Grant of Security Interest in Trademark Rights]

STATE OF INDIANA)
COUNTY OF HAMILTON) ss

On the 9th day of DECEMBER, 2008, before me personally came FRANK LAZARAN; who, being duly sworn, did depose and say that he is the PRESIDENT & CEO of VP C-Store Finance Holding, LLC, a Delaware limited liability company, the Lender described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such company; and that he acknowledged said instrument to be the free act and deed of said company.

Myriam Riley
Notary Public
MYRIAM RILEY
Notary Public
SEAL
State of Indiana
My Commission Expires Nov 15, 2014

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

Trademarks

Registrations

Grantor	Trademark or Servicemark	Registration Number	Registration Date	Jurisdiction
Next Door Operations, LLC	NEXT DOOR FOOD STORE	1,566,493	11/14/89	USPTO
	BELLY BUSTER & Design (The words Belly Buster in block letters)	M 43056	3/19/87	MI
	NEXT DOOR STORE	M02784	7/8/98	MI
	JAVA ISLAND (Stylized)	M04301	5/14/01	MI
	JAVA ISLAND (Stylized)	M04303	5/14/01	MI
Village Pantry, LLC	Village Pantry	855,710	8/27/68	USPTO
	Village Pantry	1,034,956	3/2/76	USPTO
	Village Pantry	1,162,326	7/21/81	USPTO
	Village Pantry	1,317,347	1/29/85	USPTO
	Mug-A-Lug	1,604,882	7/3/90	USPTO
	Thank\$ a Lottery	1,628,597	12/18/90	USPTO
	VP [Design]	2,839,973	5/11/04	USPTO
	If you need it Fast, Don't Drive Past . . . Village Pantry	3,096,820	12/30/04	USPTO
	VP [Design]	3,135,581	8/29/05	USPTO
Worsley Operating Corporation	CAROLINA PETRO (W/O)	2,974,725	7/19/05	USPTO
	CIGARETTE CITY (W/O)	2,995,521	9/13/05	USPTO
	[Design]	11409	2/15/95	NC
	YOUR GOOD NEIGHBORHOOD STORE	11410	2/15/95	NC

Applications

Grantor	Trademark or Servicemark	Serial Number	Filing Date	Jurisdiction
Village Pantry, LLC	Variety is Everything	77495440	6/10/08	USPTO
Worsley Operating Corporation	CW's Coffee Company	76686359	1/31/08	USPTO
	Scotchman	76687138	2/27/08	USPTO
	Scotchman Your Good Neighbor Store	76687139	2/27/08	USPTO
	Scotchman Stores	76687140	2/27/08	USPTO