

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PACIFIC CONVENIENCE & FUELS, LLC		01/31/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PCF ACQUISITIONCO, LLC		
Street Address:	2603 CAMINO RAMON STE 350		
City:	SAN RAMON		
State/Country:	CALIFORNIA		
Postal Code:	94583		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1738302	GASBUX	
Registration Number:	1536029	TIME OIL	
Registration Number:	1631875	JACKPOT	
Registration Number:	1675429	JACKPOT	
CORRESPONDENCE DATA			
Fax Number:	(206)903-8820		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(206) 903-8839		
Email:	haggerty.patchen@dorsey.com		
Correspondent Name:	Patchen M. Haggerty		
Address Line 1:	Dorsey & Whitney LLP		
Address Line 2:	1420 Fifth Ave., Ste. 3400		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	482229		

CH \$115.00 1738302

NAME OF SUBMITTER:	Patchen M. Haggerty
Signature:	/Patchen M. Haggerty/
Date:	01/31/2009
Total Attachments: 3 source=Trademark Assignment - Pacific Convenience & Fuels, LLC to PCF AcquisitionCo, LLC#page1.tif source=Trademark Assignment - Pacific Convenience & Fuels, LLC to PCF AcquisitionCo, LLC#page2.tif source=PC&F#page1.tif	

TRADEMARK ASSIGNMENT

WHEREAS, PACIFIC CONVENIENCE & FUELS, LLC, a Delaware limited liability company ("Assignor"), owns and has adopted and used the following trademarks for which Assignor owns the following identified registrations with the United States Patent and Trademark Office and the following identified state registrations for the services identified therein ("the Marks"):

FEDERAL REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Services</u>
GASBUX	1738302	12/08/1992	Class 16: coupons redeemable for convenience store merchandise and gasoline Class 37: gasoline station services featuring coupons redeemable for gasoline Class 42: retail convenience store services featuring coupons redeemable for convenience store merchandise
TIME OIL	1536029	04/25/1989	Class 04: gasoline, motor oil, and lubrication grease
JACKPOT	1631875	01/15/1991	Class 37: gasoline station services
JACKPOT	1675429	02/11/1992	Class 42: fast food and convenience store services

STATE REGISTRATIONS

<u>Trademark</u>	<u>Registration State</u> <u>Registration No.</u>	<u>Registration Date</u>	<u>Services</u>
GASBUX	Washington 21141	September 24, 2001	Class 16: Gasoline station services featuring coupons redeemable for gasoline
JACKPOT	Oregon	October 13, 1983	Classes 4 and 29: Lubricants

	T/S15452		and fuels; meats and processed foods
JACKPOT	Washington 14575	September 29, 1983	Class 4: Petroleum products
JACKPOT	Idaho 6809	March 9, 1970	Class 4: Petroleum products
GAS MART	Oregon T11128	March 10, 1970	Class 35: Dispensing of petroleum products
Stripe Design	Oregon S24321	May 18, 1990	Class 37 and 42: Gasoline station services and fast food and convenience store services
GASBUX	Oregon T25885	January 30, 1992	Class 16: Discount coupons redeemable for convenience store merchandise and gasoline
GASBUX	California 95692	February 26, 1992	Class 16: Discount coupons
GASBUX	Nevada	January 29, 1992	Class 16: Discount coupons
TIME & Design	Oregon T4869	August 23, 1940	Class 4: Oil and greases

WHEREAS, Assignor desires to assign, and PCF ACQUISITIONCO, LLC, a Delaware limited liability company with its principal business address at 2603 CAMINO RAMON STE 350, SAN RAMON, CA 94583 (“Assignee”), desires to receive, all of Assignor’s right, title and interest in and to the Marks, together with the goodwill associated therewith and symbolized by the Marks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, assigns, and sets over unto Assignee, its successors and assigns, all of Assignor’s entire right, title, and interest in and to the Marks, in the United States of America and any foreign countries or jurisdictions—together with the goodwill associated therewith and symbolized by the Marks—including all common law, use, application, registration, renewal, and extension rights, and the right to recover for damages and profits for past, present, or future infringements thereof, *Nunc Pro Tunc* effective as of January 30, 2009.

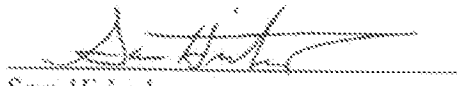
Assignor agrees to execute and deliver at the request of Assignee all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may request in order to vest all of Assignor's right, title, and interest in and to the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

Executed as of this ____ day of January, 2009.

PCF ACQUISITIONCO, LLC, a Delaware limited liability company

By: Pacific Convenience & Fuels, LLC, its Sole Member

By:


Name: Sam Hirbod

Its: Manager and Member

TRADEMARK

RECORDED: 01/31/2009

REEL: 003927 FRAME: 0821