

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GPM Investments, LLC		03/19/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wachovia Bank, N.A.		
Street Address:	123 S. Broad Street		
Internal Address:	Mall Code PA 1246		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19109		
Entity Type:	National Association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1517607	FAS MART	
Registration Number:	1350059	FAS MART	
Registration Number:	1517619	FAS MART	
Registration Number:	1205721	SHORE STOP	
CORRESPONDENCE DATA			
Fax Number:	(804)344-7999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	804-788-8523		
Email:	HWRITM@hunton.com		
Correspondent Name:	Edward T. White - Hunton & Williams LLP		
Address Line 1:	951 East Byrd Street		
Address Line 2:	Riverfront Plaza, East Tower		
Address Line 4:	Richmond, VIRGINIA 23219-4074		
ATTORNEY DOCKET NUMBER:	56198.169		

CH \$115.00 1517607

NAME OF SUBMITTER:	Edward T. White
Signature:	/Edward T. White/
Date:	03/27/2009
Total Attachments: 5 source=GPM#page1.tif source=GPM#page2.tif source=GPM#page3.tif source=GPM#page4.tif source=GPM#page5.tif	

EXECUTION COPY

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, GPM INVESTMENTS, LLC, a Delaware limited liability company ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor and the other Borrowers have entered into the Sixth Amended and Restated Loan Agreement, dated as of March 19, 2009 (as amended, restated, supplemented or otherwise modified from time to time, being the "**Loan Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Loan Agreement from time to time, the "**Banks**") and WACHOVIA BANK, NATIONAL ASSOCIATION, as Agent for Banks and the other Secured Parties (in such capacity, "**Agent**"); and

WHEREAS, pursuant to the terms of the Third Amended, Restated and Consolidated Security and Pledge Agreement, dated as of March 19, 2009 (as amended, restated, supplemented or otherwise modified from time to time, being the "**Security and Pledge Agreement**"), among Grantor, Agent and the other grantors named therein, Grantor has created in favor of Agent, for the benefit of Secured Parties, a security interest in, and Agent has become a secured creditor with respect to, the Trademark Collateral. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security and Pledge Agreement.;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security and Pledge Agreement, to evidence further the security interest granted by Grantor to Agent pursuant to the Security and Pledge Agreement, Grantor hereby grants to Agent, for the benefit of Secured Parties, a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state

thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security and Pledge Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto.

GPM INVESTMENTS, LLC

By: [Signature]
Donald P. Bassell, Chief Financial Officer

ACKNOWLEDGEMENT OF GRANTOR

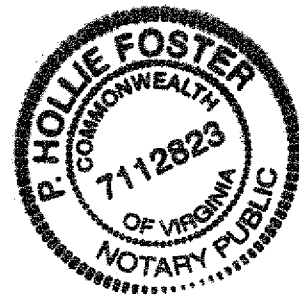
STATE OF Virginia)
Richmond)

The foregoing instrument was acknowledged before me, P. Hollie Foster, a Notary Public, this 17th day of March, 2009, by Donald P. Bassell, who is personally known to me or has produced satisfactory identification, and who voluntarily acknowledged this instrument as Chief Financial Officer of **GPM INVESTMENTS, LLC**, a Delaware limited liability company, on behalf of such company.

[Signature]
Notary Public


Registration Number: 7112823
My commission expires: 10-31-11

Notary Seal (sharp, legible, photographically reproducible)



ACCEPTED AND ACKNOWLEDGED BY:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Patrick McGovern
Title: Senior Vice President

[Signature Page - Grant of Trademark Security Interest]

TRADEMARK
REEL: 003960 FRAME: 0640

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/ Appl. Number</u>	<u>Registration Date</u>
GPM Investments, LLC	FAS MART (& Design)	S.N. 73/714888; Reg. No. 1,517,607	December 20, 1988
GPM Investments, LLC	FAS MART	S.N. 73/497809; Reg. No. 1,350,059	July 16, 1985
GPM Investments, LLC	FAS MART (& Design)	S.N. 73/718317; Reg. No. 1,517,619	December 20, 1988
GPM Investments, LLC	SHORE STOP (and Design)	S.N. 73/330486; Reg. No. 1,205,721	August 17, 1982