

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
MAPCO EXPRESS, INC.		09/01/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank, N.A., as Administrative Agent
Street Address:	38 Fountain Square Plaza
Internal Address:	MD 109047
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2916955	DAVE'S ALL AMERICAN HOT DOGS
Registration Number:	3314103	MAPCO MART
Registration Number:	3313854	GRILLE MARX
Registration Number:	1486471	DELTA EXPRESS
Registration Number:	1551140	FAVORITE FARMS
Registration Number:	1269492	FM FAVORITE MARKET
Registration Number:	1269491	FAVORITE MARKET
Registration Number:	3303610	

CORRESPONDENCE DATA

Fax Number: (312)577-4688
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312)577-8416
 Email: carole.dobbins@kattenlaw.com
 Correspondent Name: Carole Dobbins c/o Katten Muchin

CH \$215.00 2916955

Address Line 1: 525 W. Monroe St.
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	210196-00016
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	09/08/2009

Total Attachments: 4
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ASSIGNMENT FOR SECURITY
(TRADEMARKS)

(the "Assignment")

September 1, 2009

WHEREAS, MAPCO EXPRESS, INC., a Delaware corporation ("Assignor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, for which United States registrations and applications for registration are subsisting as indicated on Schedule 1A (such marks, applications and registrations, collectively, the "Trademarks");

WHEREAS, Assignor entered into (i) that certain Amended and Restated Credit Agreement dated as of April 28, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with, among others, LEHMAN COMMERCIAL PAPER INC., as Administrative Agent for a syndicate of lenders ("Lehman"), and (ii) that certain Guaranty and Collateral Agreement, dated as of April 28, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), with, among others, Lehman to secure its Obligations under the Credit Agreement;

WHEREAS, pursuant to the Security Agreement, the Assignor assigned to Lehman and granted to Lehman a security interest and mortgage in all right, title and interest of the Assignor in, to and under the Trademarks together with the goodwill of the business symbolized by the Trademarks, and the registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action that may exist by reason of violation thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

WHEREAS, Lehman and Assignor entered into that certain Resignation, Waiver, Consent and Appointment Agreement, dated as of September 1, 2009 (the "Resignation Agreement"), with FIFTH THIRD BANK, N.A. ("Assignee") whereby Lehman resigned as Administrative Agent for the syndicate of lenders under the Credit Agreement, the Security Agreement and the other Loan Documents and Fifth Third replaced Lehman as Administrative Agent for the syndicate of lenders under the Credit Agreement, the Security Agreement and the other Loan Documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby convey, sell, assign, transfer and set over unto Assignee and grants to Assignee a security interest and mortgage in the Collateral to secure the prompt payment, performance and observance of the Obligations.

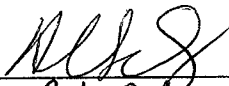
Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth

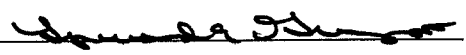
herein. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.

*[Remainder of Page Intentionally Left Blank;
Signature Pages Follow]*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officers thereunto duly authorized as of the date first set forth above.

MAPCO EXPRESS, INC.

By: 
Name: A.L. SCHWARZ
Title: VP

By: 
Name: LINWOOD G. CASELARIA
Title: COO B+D UP

SCHEDULE 1A

(TRADEMARKS AND TRADEMARK APPLICATIONS)

<u>Title</u>	<u>Application/Registration No.</u>
DAVE'S ALL AMERICAN HOT DOGS	2,916,955
MAPCO MART	3,314,103
GRILLE MARX	3,313,854
DELTA EXPRESS	1,486,471
FAVORITE FARMS	1,551,140
FM FAVORITE MARKETS	1,269,492
FAVORITE MARKET	1,269,491
Miscellaneous Design Only [monster logo]	3,303,610