

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Core-Mark International, Inc.		02/26/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	2200 Ross Avenue, 9th Floor
Internal Address:	Mail Code: TX1-2921
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2216513	ARCADIA BAY
Registration Number:	2323187	ARCADIA BAY
Registration Number:	0929258	CABLE CAR
Registration Number:	2108906	CABLE CAR CANDIES QUALITY CANDIES SINCE 1890
Registration Number:	3574884	CABLE CAR SINCE 1890 QUALITY CANDIES
Registration Number:	1810976	CABLE CAR SINCE 1890
Registration Number:	1930380	EMERALD
Registration Number:	2807166	EMERALD
Registration Number:	2429626	JAVA STREET
Registration Number:	3390137	QUICKEATS
Registration Number:	3337314	QUICKEATS
Registration Number:	1721154	TASTEFULLY YOURS
Registration Number:	1711973	TASTEFULLY YOURS

CH \$340.00 2216513

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2027832700
Email: john.flynn@federalresearch.com
Correspondent Name: Federal Research
Address Line 1: 1023 15th St., NW, Suite 401
Address Line 2: Attn: John Flynn
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	451411
NAME OF SUBMITTER:	John Flynn
Signature:	/JF/
Date:	03/02/2010

Total Attachments: 5
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

CORE-MARK INTERNATIONAL, INC.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) February 26, 2010

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMORGAN CHASE BANK, N.A., as Administrative Agent

Internal _____

Address: Mail Code: TX1-2921

Street Address: 2200 Ross Avenue, 9th Floor

City: Dallas

State: Texas

Country: USA Zip: 75201

- Association Citizenship U.S.
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s)
2,216,513

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Federal Research Corporation

Internal Address: Attn: John Flynn

Street Address: 1023 Fifteenth Street, NW, Suite 401

City: Washington, D.C.

State: _____ Zip: 20005

Phone Number: (800) 846-3190

Fax Number: (800) 680-9592

Email Address: _____

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 340.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

3/1/10

Date

Christopher Exberger, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 26th day of February, 2010, between CORE-MARK INTERNATIONAL, INC., a Delaware corporation ("Grantor"), and JPMORGAN CHASE BANK, N.A., in its capacity as Administrative Agent for the Lenders (together with its successors, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 12, 2005 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") among Grantor and each of its affiliates that are signatory thereto, as borrowers ("Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Administrative Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders have agreed to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Borrowers shall have executed and delivered to Administrative Agent, for the benefit of Lenders, that certain Pledge and Security Agreement dated as of October 12, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Administrative Agent, for the benefit of the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any license agreement or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any license agreement.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark

Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CORE-MARK INTERNATIONAL, INC.,
a Delaware corporation,

By: Gregory P. Antholz
Name: GREGORY P. ANTHOLZNER
Title: VP Finance, Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: [Signature]
Name: KEVIN D PARLET
Title: VICE PRESIDENT

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Status
ARCADIA BAY	United States	75/441,335	2/26/98	2,216,513	1/5/1999	Registered
ARCADIA BAY	United States	75/501,429	6/11/98	2,323,187	2/29/2000	Registered
CABLE CAR	United States	72/333,672	7/28/69	0,929,258	2/15/72	Registered
CABLE CAR (and design)	Canada	887,595	8/14/98	TMA515,324	8/25/99	Registered
CABLE CAR (and design)	United States	75/177,978	10/07/96	2,108,906	10/28/97	Registered
CABLE CAR (and design)	United States	77/363,344	1/3/08	3,574,884	2/17/09	Registered
CABLE CAR SINCE 1890 & Design	United States	74/354,407	2/1/93	1,810,976	12/14/93	Registered
EMERALD	United States	74/278,498	5/26/92	1,930,380	10/31/95	Registered
EMERALD	United States	76/354,062	12/31/01	2,807,166	1/20/04	Registered
JAVA STREET (and design)	United States	75/849,949	11/16/99	2,429,626	2/20/01	Registered
QUICKEATS	United States	78/912,119	6/20/06	3,390,137	2/26/08	Registered
QUICKEATS	United States	78/912,123	6/20/06	3,337,314	11/13/07	Registered
SMARTSTOCK	Canada	867,945	2/2/98	TMA737,108	3/27/09	Registered
TASTEFULLY YOURS	United States	74/073,273	6/27/90	1,721,154	9/29/92	Registered
TASTEFULLY YOURS	United States	74/234,229	12/30/91	1,711,973	9/1/92	Registered