

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
Flying J Inc.		06/30/2010	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	Pilot Travel Centers LLC		
Street Address:	5508 Lonas Drive		
City:	Knoxville		
State/Country:	TENNESSEE		
Postal Code:	37909		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2919350	TOUREWARDS	
Registration Number:	2018173	COUNTRY MARKET RESTAURANT & BUFFET	
Serial Number:	77891770	FREQUENT FUELER	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2128198200		
Email:	fcutajar@whitecase.com		
Correspondent Name:	White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Patents & Trademarks		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1147969-0003		
NAME OF SUBMITTER:	Frances B. Cutajar		

OP \$90.00 2919350

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**TRADEMARK
 REEL: 004241 FRAME: 0369**

Signature:	/Frances B. Cutajar/
Date:	07/13/2010
Total Attachments: 7 source=FlyingJTMAssignmentToPilotTravel#page1.tif source=FlyingJTMAssignmentToPilotTravel#page2.tif source=FlyingJTMAssignmentToPilotTravel#page3.tif source=FlyingJTMAssignmentToPilotTravel#page4.tif source=FlyingJTMAssignmentToPilotTravel#page5.tif source=FlyingJTMAssignmentToPilotTravel#page6.tif source=FlyingJTMAssignmentToPilotTravel#page7.tif	

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment") is made as of June 30, 2010 by and between **Flying J Inc.**, a corporation organized under the laws of the State of Utah with its principal place of business at 1104 Country Hills Drive, 7th Floor, Ogden, Utah 84403 ("Assignor"), and **Pilot Travel Centers LLC**, a limited liability company organized under the laws of the State of Delaware with its principal place of business at 5508 Lonas Drive, Knoxville, Tennessee 37909 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of record of the trademark registrations and trademark applications listed on Schedule A, attached hereto and made a part hereof (the "Trademarks");

WHEREAS, Assignor, Assignee and Pacific Sunstone Inc. have entered into a Contribution Agreement, dated as of December 18, 2009, pursuant to which Assignee has agreed to purchase certain assets from Assignor, including the Trademarks, on the terms and conditions contained therein, and Assignor has agreed to transfer such Trademarks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor does hereby sell, grant, convey, assign, and set over unto Assignee its entire right, title and interest in and to the Trademarks, and to all of the rights and obligations relating thereto, together with the goodwill symbolized by, and associated with, the business in connection with which the Trademarks are used and further including (i) all income, royalties, and damages now and hereafter due and/or payable with respect thereto (including without limitation, any payments for past, present and future infringements and misappropriations thereof), whether known or unknown, (ii) all rights to sue for past, present and future infringements or misappropriations thereof, and (iii) all rights corresponding to any of the above throughout the world.

2. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any official of any applicable US State and any official of any applicable country or countries foreign to the United States, whose duty is to issue trademark

registrations or other evidence or forms of intellectual property or industrial property protection, to record Assignee as assignee and owner of the Trademarks.

3. Assignor hereby agrees to execute, upon the reasonable request of Assignee, such additional instruments, documents and papers as are necessary to continue, secure, defend, register and otherwise give full effect to and to perfect the rights of Assignee under this Assignment in and to the Trademarks, including all documents necessary to register in the name of Assignee the assignment of the Trademarks with the United States Patent and Trademark Office, and with respect to any equivalent state or foreign rights, with any other appropriate trademark office or registrar.

4. Assignor hereby further agrees that Assignor will, upon the reasonable request of Assignee and at the sole expense of Assignee, testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and generally do such things as are reasonably necessary to aid the Assignee, its successors, legal representatives and assigns, to obtain and enforce proper protection for the Trademarks.

5. This Assignment and the legal relations between the parties hereto shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the conflict of laws rules thereof.

6. This Assignment may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Signed counterparts of this Assignment may be delivered by facsimile and by scanned .pdf image, each of which shall have the same force and effect as an original signed counterpart; provided, that, after a request by either party hereto for such original signed counterpart, each party hereto uses commercially reasonable efforts to deliver to each other party hereto original signed counterparts as soon as possible thereafter.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers on the date first above written.

ASSIGNOR:

Flying J Inc.
a Utah corporation

By: *Crystal C. Maggelet*
Name: Crystal C. Maggelet
Title: President

STATE OF)
)ss:
COUNTY OF)

On this 29th day of June 2010, Marilyn Rasmussen, before me the undersigned, a Notary Public for the state of UTAH, personally appeared Crystal C. Maggelet, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

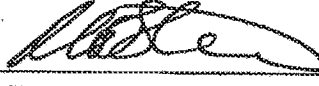
Witness my hand and official seal.

Marilyn Rasmussen
Signature of Notary



ASSIGNEE:

Pilot Travel Centers LLC
a Delaware Limited Liability Company

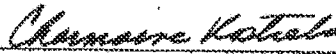
By: 
Name: Mitchell D. Steenrod,
Title: Sr. VP & CFO

STATE OF TENNESSEE)
_____) ss:
COUNTY OF KNOX)

On this 30th day of June 2010, MITCHELL D. STEENROD, before me the undersigned, a Notary Public for the state of TENNESSEE, personally appeared MITCHELL D. STEENROD, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.




Signature of Notary
My Commission Expires: 10.5.2010

Schedule A

Trademarks and Trademark Applications

United States -- Trademark Registrations and Trademark Applications

<u>Mark</u>	<u>Registration/ Application No.</u>	<u>Registration/Filing Date</u>	<u>Jurisdiction</u>
TOUREWARDS	2,919,350	01/18/2005	USA
COUNTRY MARKET RESTAURANT & BUFFET	2,018,173	11/19/1996	USA
FREQUENT FUELER	77/891770	12/11/2009	USA

Schedule A

Trademarks and Trademark Applications


United States – State Trademark Registrations and Applications

<u>Mark</u>	<u>Registration/ Application No.</u>	<u>Registration/Filing Date</u>	<u>Jurisdiction</u>
ITS	39989	2/3/1992	CA
ITS	IN 50,101,032	11/20/1991	IN
ITS	SM67,524	02/18/1992	OH
DEER CREEK TRADING COMPANY	N/A	06/09/2004	WI

Schedule A

Trademarks and Trademark Applications

Foreign – Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
COUNTRY MARKET RESTAURANT & BUFFET	TMA493,875	05/01/1998	Canada
THAD'S and Design 	462411	6/2/1994	Mexico