

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment and Assumption Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, N.A. (as successor-by-merger to Wachovia Bank, National Association)		09/14/2010	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Biscayne Commercial Finance, LLC		
Street Address:	1001 Brickell Bay Drive, 26th Floor		
Internal Address:	c/o Bayside Capital, Inc.		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
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:	(949)475-4754		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie S. Kann, Senior Paralegal		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		

CH \$115.00 1517607

ATTORNEY DOCKET NUMBER:	12548-00001
NAME OF SUBMITTER:	Stephanie S. Kann
Signature:	/stephanie s. kann/
Date:	09/14/2010
Total Attachments: 5 source=A.7._Trademark_Security_Agreement_Assignment[1]#page1.tif source=A.7._Trademark_Security_Agreement_Assignment[1]#page2.tif source=A.7._Trademark_Security_Agreement_Assignment[1]#page3.tif source=A.7._Trademark_Security_Agreement_Assignment[1]#page4.tif source=A.7._Trademark_Security_Agreement_Assignment[1]#page5.tif	

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of September 14, 2010, by and among WELLS FARGO BANK, N.A. (as successor-by-merger to WACHOVIA BANK, NATIONAL ASSOCIATION), as resigning agent (in such capacity, "Wells Fargo" or the "Resigning Agent"), and BISCAYNE COMMERCIAL FINANCE, LLC, as successor agent, (in such capacity, "Biscayne" or the "Successor Agent").

Reference is made to (a) that certain Third Amended, Restated and Consolidated Security and Pledge Agreement, dated as of March 19, 2009 (as heretofore amended, restated, supplemented, amended and restated or otherwise modified, the "Security Agreement"); and (b) that certain Trademark Security Agreement, dated as of March 19, 2009 (as heretofore amended, amended and restated, supplemented or otherwise modified, the "Trademark Security Agreement"), made by GPM Investments, LLC, a Delaware limited liability company (the "Grantor"), in favor of the Resigning Agent.

Capitalized terms not otherwise defined herein have the respective meanings ascribed thereto in the Trademark Security Agreement or the Successor Agent Agreement (as defined below), as applicable.

WHEREAS, pursuant to the Security Agreement, the Grantor was required to execute and deliver the Trademark Security Agreement (as further described in the following recitals);

WHEREAS, pursuant to the Trademark Security Agreement dated March 19, 2009, which was recorded with the U.S. Patent and Trademark Office on March 27, 2009 at Reel/Frame No. 3960/0635, the Grantor granted to the Resigning Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the Trademarks listed on Schedule I attached hereto, and proceeds of any and all of the foregoing (other than Excluded Assets);

WHEREAS, pursuant to that certain Successor Agent Agreement, dated as of September 14, 2010 (the "Successor Agent Agreement"), Wells Fargo resigned as agent under the Security Agreement and the Trademark Security Agreement, and Grantor and the Lenders party thereto appointed the Successor Agent under the Security Agreement and the Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereby agree as follows:

Wells Fargo hereby irrevocably assigns to Biscayne without recourse, and Biscayne hereby assumes from Wells Fargo, all of Wells Fargo's rights, powers, discretion, privileges, duties and obligations under the Trademark Security Agreement as of the Effective Date (as defined below).

From and after the Effective Date, (a) Biscayne shall be a party to the Trademark Security Agreement and have the rights, powers, discretion, privileges, duties and obligations of the "Agent" thereunder and shall be bound by the provisions thereof and (b) Wells Fargo shall relinquish its rights, powers, discretion and privileges under the Trademark Security Agreement, release any and all liens and security interests it has in the Trademarks listed on Schedule I attached hereto, and proceeds of any and all of the foregoing, and be released from its duties and obligations under the Trademark Security Agreement.

This Agreement shall be effective upon execution by all of the parties hereto (the "Effective Date"). Following the execution of this Agreement, it will be delivered to Biscayne for recording by Biscayne pursuant to the Trademark Security Agreement with the United States Patent and Trademark Office.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of law principals.

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first written above.

WELLS FARGO BANK, N.A. (as successor by merger to Wachovia Bank, National Association), as Resigning Agent

By: Keith J. Law
Name: Keith S. Law
Title: SVP

BISCAYNE COMMERCIAL FINANCE, LLC
as Successor Agent

By: _____



Name: Sean Ozbolt
Title: Vice President

**SCHEDULE I
TO
ASSIGNMENT AND ASSUMPTION INTEREST**

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/ Appl. Number</u>	<u>Registration/ Appl. Date</u>
GPM Investments, LLC	FAS MART (& Design)	S.N. 73/714888; Reg. No. 1,517,607 (U.S.)	12/20/1988 02/22/1988
GPM Investments, LLC	FAS MART	S.N. 73/497809; Reg. No. 1,350,059 (U.S.)	07/16/1985 09/04/1984
GPM Investments, LLC	FAS MART (& Design)	S.N. 73/718317; Reg. No. 1,517,619 (U.S.)	12/20/1988 03/23/1988
GPM Investments, LLC	SHORE STOP (& Design)	S.N. 73/330486; Reg. No. 1,205,721 (U.S.)	08/17/1982 09/30/1981

GPM Investments, LLC also owns certain unregistered trademarks, including "Sweet Oil".

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