

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450.

OP \$440.00 8530821

EXHIBIT A
TO
TRADEMARK SECURITY AGREEMENT

New Trademark Registrations and Trademark Applications

| <u>Trademark</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|-----------------------------|--------------------------------|------------------------------|
| eShop | 3,741,380 | 01/19/10 |
| eShop (and design) | 3,824,545 | 07/27/10 |
| Pronto! Pass | 3,630,219 | 06/02/09 |
| Road Squad (and design) | 3,802,347 | 06/15/10 |
| UltraOne | 3,949,127 | 04/19/11 |
| You Break Down. We Show Up. | 3,825,104 | 07/27/10 |

| <u>Trademark Application</u> | <u>Application/Serial Number</u> | <u>Application Date</u> |
|----------------------------------|--------------------------------------|-----------------------------|
| Band Together | 85/308,210 | 04/29/11 |
| My eShop | 77/766,743 | 06/24/09 |
| myeShop (and design) | 77/891,355 | 12/11/09 |
| Road Squad | 85/296,788 | 04/15/11 |
| StayFit | 85/179,764 | 11/18/10 |
| StayFit (and design) | 85/179,766 | 11/18/10 |
| TruckSmart | 85/256,144 | 03/02/11 |
| UltraOne | 77/951,299 | 03/05/10 |
| UltraOne (and design) | 85/133,385 | 09/20/10 |
| UltraOne (and design) | 85/975,617 | 09/20/10 |
| UltraStart | 85/358,444 | 06/28/11 |

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated October 25, 2011, is by and between TA OPERATING LLC, a Delaware limited liability company ("Debtor"), with offices located at 24601 Center Ride Road, Westlake, Ohio 44145-5639, and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, successor by merger to Wachovia Capital Finance Corporation (Central), in its capacity as agent ("Agent"), with offices located at 150 South Wacker Drive, Chicago, Illinois 60606-4202, pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the financial institutions which are parties thereto as lenders (each individually, a "Lender" and collectively, "Lenders") and as otherwise provided therein. Capitalized terms used herein and not defined herein shall have the meanings specified in the Security Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Loan and Security Agreement, dated of even date herewith, by and among Agent, Lenders, Debtor and certain affiliates of Debtor (as amended, modified, supplemented, extended, renewed or amended and restated, the "Loan Agreement"), Agent and Lenders have agreed to make certain loans and advances and provide other financial accommodations available to Debtor and certain of its affiliates from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Agent and Lenders are willing to make the loans and advances and provide such other financial accommodations to Debtor and its affiliates as provided for in the Loan Agreement, but only upon the condition, among others, that Debtor shall have executed and delivered to Agent that certain Amended and Restated Trademark Collateral Assignment and Security Agreement, dated of even date herewith (including all annexes, exhibits or schedules thereto, as amended, modified, supplemented, extended, renewed or amended and restated, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Debtor is required to execute and deliver to Agent this Agreement;

NOW, THEREFORE, in consideration of the premises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Agent hereby agree as follows:

1. Grant Of Security Interest.

(a) To secure payment and performance of all Obligations, Debtor hereby grants to Agent, for itself and the benefit of Secured Parties, a continuing security interest in, a lien upon, and a right of set off against, and hereby collaterally assigns to Agent, for itself and the benefit of Secured Parties, as security, all of the following personal property, and interests in personal property, of Debtor (and hereby confirms, reaffirms and restates the prior grant thereof), whether now owned or hereafter acquired or existing, and wherever located (collectively, but excluding the items contained in Section 1(b) hereof, the "Collateral"): (i) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (A) all of Debtor's trademarks, trade names,

trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademark registrations and trademark applications described in Exhibits A and B hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, all terms and designs related thereto, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (B) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (ii) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (iii) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks; (iv) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (v) the right to sue for past, present and future infringements thereof; (vi) all rights corresponding thereto throughout the world; and (vii) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

(b) Notwithstanding anything to the contrary contained in Section 1(a) hereof, the types or items of Collateral shall not include (i) any Excluded Assets, (ii) any rights or interest in any contract, lease, permit, license, charter or license agreement covering real or personal property of Debtor, as such, if under the items of such contract, lease, permit, license, charter or license agreement, or applicable law with respect thereto, the valid grant of a security interest or lien therein to Agent is prohibited and such prohibition has not been or is not waived or the consent of the other party to such contract, lease, permit, license, charter or license agreement has not been or is not otherwise obtained; provided, that, the foregoing exclusion shall in no way be construed (A) to apply if any such prohibition is unenforceable under the UCC or other applicable law or (B) so as to limit, impair or otherwise affect Agent's unconditional continuing security interests in and liens upon any rights or interests of Debtor in or to monies due or to become due under such contract, lease, permit, license, charter or license agreement (including any Receivables), or (iii) any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability, or result in the abandonment, voiding or cancellation, of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. § 1051 (c) or (d) (or any successor provisions), such intent-to-use trademark application shall be considered Collateral hereunder.

2. Security Agreement. The continuing security interest in, lien upon, right of set off against and collateral assignment granted pursuant to this Agreement is granted in conjunction with the continuing security interest in, lien upon, right of set off against and collateral assignment granted to Agent, for itself and the benefit of the Secured Parties, pursuant to the Security Agreement, and Debtor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in, lien upon, right of set off against and collateral

assignment of the 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. In the event of any conflict between any provision in the Security Agreement and a provision in this Agreement, such provision of the Security Agreement shall govern.

3. Additional Trademarks. If requested by Agent, Debtor shall execute and deliver to Agent, in form and substance reasonably satisfactory to Agent, a supplement to this Agreement (providing for, among other things, a supplement to Exhibit A hereto) to include any Trademarks or applications therefor hereafter acquired by Debtor.

4. Governing Law. The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of laws or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

5. Counterparts. This Agreement (i) may be executed in separate counterparts, each of which taken together shall constitute one and the same instrument and (ii) may be executed and delivered by telecopier or other electronic means with the same force and effect as if it were as a manually executed and delivered counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Agent have executed this Agreement as of the day and year first above written.

TA OPERATING, LLC

By: 

Name: Andrew J. Rebholz

Title: Executive Vice President,
CFO and Treasurer

WELLS FARGO CAPITAL FINANCE, LLC,
as Agent

By: _____

Name: _____

Title: _____

[Short Form Trademark Agreement]

TRADEMARK
REEL: 004651 FRAME: 0482

IN WITNESS WHEREOF, Debtor and Agent have executed this Agreement as of the day and year first above written.

TA OPERATING LLC

By: _____
Name:
Title:

WELLS FARGO CAPITAL FINANCE, LLC,
as Agent

By: Laura P. Wheeland
Name: Laura Wheeland
Title: Vice President

[Short Form Trademark Agreement]

EXHIBIT B
TO
TRADEMARK SECURITY AGREEMENT

Existing Trademark Registrations and Trademark Applications

| <u>Trademark</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|--|--------------------------------|------------------------------|
| Petro Stopping Center | 1,203,914 | 08/03/82 |
| Petro Pride | 1,414,551 | 10/21/86 |
| Petro Pride Keeps You Movin' | 1,414,552 | 10/21/86 |
| Petro Stopping Center | 1,424,435 | 01/06/87 |
| Petro Travel Plaza | 1,505,318 | 09/20/88 |
| Petro:Lube (stylized) | 1,510,420 | 10/25/88 |
| Quick! Skillet (stylized) | 1,518,518 | 12/27/88 |
| Petro:2 | 1,541,034 | 05/23/89 |
| Petro (and design) | 1,606,012 | 07/10/90 |
| Petro Stopping Center (and design) | 1,610,830 | 08/21/90 |
| Petro (and design) | 1,615,532 | 10/02/90 |
| Iron Skillet | 1,620,580 | 10/30/90 |
| Petro Stopping Centers (stylized) | 1,670,519 | 12/31/91 |
| Petro Stopping Centers (and design) | 1,689,774 | 06/02/92 |
| Petro:Plus (and design) | 1,719,254 | 09/22/92 |
| Truckers Move Petro America (and design) | 1,819,876 | 02/08/94 |
| Lucky Jacks (and design) | 1,839,483 | 06/14/94 |
| Lucky Jacks | 1,843,253 | 07/05/94 |
| The Driver's General Store | 1,948,444 | 01/16/96 |
| Petro Mercantile Company (logo) | 1,957,384 | 02/20/96 |
| Fast Lane | 2,131,013 | 01/20/98 |

| | | |
|---|-------------------|----------|
| Petro Filling Station | 2,139,638 | 02/24/98 |
| The Choice of America's Drivers | 2,271,214 | 08/17/99 |
| Iron Skillet America's Choice for Homestyle Cooking | 2,328,612 | 03/14/00 |
| Iron Skillet America's Choice for Homestyle Cooking & Design | 2,430,697 | 02/27/01 |
| Petro | 2,450,381 | 05/15/01 |
| The Quality Difference | 2,510,995 | 11/20/01 |
| Petro Stop (and design) | 2,559,399 | 04/09/02 |
| Petro Passport | 2,687,036 | 02/11/03 |
| Iron Skillet (and design) | Canada 403,161 | 10/02/92 |
| The Open Road Never Looked So Good | Canada 402,524 | 09/11/92 |
| Quick! Skillet (and design) | Canada 407,046 | 01/22/93 |
| Petro Stopping Centers (and design) | Canada 444,440 | 06/30/95 |
| Petro:2 | Canada 445,088 | 07/14/95 |
| Petro Stopping Center | Canada 445,759 | 08/04/95 |
| Petro Stopping Centers (and design) | Canada 445,760 | 08/04/95 |
| Petro (and design) | Canada 445,761 | 08/04/95 |