

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Notice of Grant of Security Interest in Trademarks	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pacific Convenience & Fuels, LLC		11/02/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Agent		
Street Address:	15910 Ventura Boulevard, Suite 1712		
Internal Address:	Commercial Banking Group		
City:	Encino		
State/Country:	CALIFORNIA		
Postal Code:	60603		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77816181	MY GOODS	
CORRESPONDENCE DATA			
Fax Number:	(919)416-8328		
Phone:	9192868041		
Email:	pto_tmconfirmation@mvalaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	017625-4680 JES		
NAME OF SUBMITTER:	John E. Slaughter		

OP \$40.00 77816181

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**TRADEMARK
 REEL: 004664 FRAME: 0951**

Signature:	/John E. Slaughter/
Date:	11/22/2011
Total Attachments: 4 source=NGSI-T Pacific to US Bank#page1.tif source=NGSI-T Pacific to US Bank#page2.tif source=NGSI-T Pacific to US Bank#page3.tif source=NGSI-T Pacific to US Bank#page4.tif	

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of November 22, 2011 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Credit Parties party thereto (each a "Credit Party" and collectively, the "Credit Parties") and U.S. Bank National Association, as Collateral Agent (the "Collateral Agent") for the benefit of the holders of the Secured Obligations referenced therein, the undersigned Credit Party has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications set forth on Schedule 1 hereto to the Collateral Agent for the ratable benefit of the holders of the Secured Obligations.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

The undersigned Credit Party and the Collateral Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

PACIFIC CONVENIENCE & FUELS, LLC

By: _____

Name: Sam Hirbod

Title: President

Notice of Grant of Security Interest in Trademarks

TRADEMARK
REEL: 004664 FRAME: 0954

Acknowledged and Accepted:

U.S. Bank National Association, as Collateral Agent

By: *Georgina Thomas*
Name: *Georgina Thomas*
Title: *Assistant Vice President*

Notice of Grant of Security Interest in Trademarks
Pacific Convenience & Fuels, LLC

TRADEMARK
REEL: 004664 FRAME: 0955

U.S. TRADEMARKS

Pending Application

Mark	Application No.	Filing Date
MY GOODS	77816181	08/31/09

SCHEDULE 1
(to Notice of Grant of Security Interest in Trademarks)