

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Notice of Grant of Security Interest in Trademarks	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Convenience Retailers LLC		11/22/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association, as Collateral Agent		
<b>Street Address:</b>	15910 Ventura Boulevard, Suite 1712		
<b>Internal Address:</b>	Commercial Banking Group		
<b>City:</b>	Encino		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91436		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1738302	GASBUX	
Registration Number:	1631875	JACKPOT	
Registration Number:	1675429	JACKPOT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(919)416-8328		
<b>Phone:</b>	9192868041		
<b>Email:</b>	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>			
<b>Correspondent Name:</b>	Moore & Van Allen PLLC		
<b>Address Line 1:</b>	430 Davis Drive		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Morrisville, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	017625-4680 JES		

OP \$90.00 1738302

**900207732**

**TRADEMARK**  
**REEL: 004664 FRAME: 0960**

NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	11/22/2011
<b>Total Attachments: 4</b> source=NGSI-T Convenience to US Bank#page1.tif source=NGSI-T Convenience to US Bank#page2.tif source=NGSI-T Convenience to US Bank#page3.tif source=NGSI-T Convenience to US Bank#page4.tif	

NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

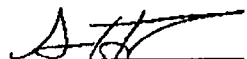
Please be advised that pursuant to the Security and Pledge Agreement dated as of November 22, 2011 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Credit Parties party thereto (each a "Credit Party" and collectively, the "Credit Parties") 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,

**CONVENIENCE RETAILERS LLC**

By:   
Name: Sam Hirbod  
Title: President

Notice of Grant of Security Interest in Trademarks

**TRADEMARK**  
**REEL: 004664 FRAME: 0963**

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  
Convenience Retailers I.L.C

TRADEMARK  
REEL: 004664 FRAME: 0964

**U.S. TRADEMARKS**

**Registered Marks**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
GASBUX	1738302	12/08/92
JACKPOT	1631875	01/15/91
JACKPOT	1675429	02/11/92

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