

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ConocoPhillips Company		11/21/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PCF AcquisitionCo, LLC		
<b>Street Address:</b>	7180 Koll Center Parkway, Suite 100		
<b>City:</b>	Pleasanton		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94566		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>Name:</b>	Pacific Convenience & Fuels, LLC		
<b>Street Address:</b>	7180 Koll Center Parkway, Suite 100		
<b>City:</b>	Pleasanton		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94566		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>Name:</b>	Convenience Retailers LLC		
<b>Street Address:</b>	7180 Koll Center Parkway, Suite 100		
<b>City:</b>	Pleasanton		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94566		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>Name:</b>	Cono-Services Inc.		
<b>Street Address:</b>	7180 Koll Center Parkway, Suite 100		
<b>City:</b>	Pleasanton		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94566		

**CH \$140.00 1536029**

Entity Type: CORPORATION: COLORADO

Name:	Convenience Retailers Services Holding Company
Street Address:	7180 Koll Center Parkway, Suite 100
City:	Pleasanton
State/Country:	CALIFORNIA
Postal Code:	94566
Entity Type:	CORPORATION: TEXAS

Name:	Convenience Retailers Services Company
Street Address:	7180 Koll Center Parkway, Suite 100
City:	Pleasanton
State/Country:	CALIFORNIA
Postal Code:	94566
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1536029	TIME OIL
Registration Number:	1738302	GASBUX
Registration Number:	1675429	JACKPOT
Registration Number:	1631875	JACKPOT
Registration Number:	2284946	JACKPOT ICE

CORRESPONDENCE DATA

Fax Number: (214)661-4995  
Phone: 214-953-6995  
Email: kevin.shook@bakerbotts.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Kevin R. Shook  
Address Line 1: 2001 Ross Avenue  
Address Line 2: c/o Baker Botts L.L.P.  
Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Kevin R. Shook
Signature:	/Kevin R. Shook/
Date:	12/06/2011

Total Attachments: 5

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**RELEASE OF SECURITY INTEREST IN  
INTELLECTUAL PROPERTY COLLATERAL**

This RELEASE (this "Release"), dated as of November 21, 2011, is made by ConocoPhillips Company, a Delaware corporation, in its capacity as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent") in favor of each of Convenience Retailers LLC, a Delaware limited liability company ("CRLLC"), Pacific Convenience & Fuels, LLC, a Delaware limited liability company ("PCF"), CRLLC, as successor-in-interest to PCF AcquisitionCo, LLC, a Delaware limited liability company, Cono-Services Inc., a Colorado corporation, Convenience Retailers Services Holding Company, a Texas corporation, and Convenience Retailers Services Company, a Texas corporation (collectively, the "Grantors"). Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Pledge and Security Agreement referred to below.

**W I T N E S S E T H**

WHEREAS, PCF AcquisitionCo, LLC, a Delaware limited liability company (succeeded to in interest by CRLLC) and PCF entered into that certain Financing Agreement dated as of January 30, 2009 with the guarantors from time to time party thereto, the lenders from time to time party thereto (the "Lenders"), ConocoPhillips Company, a Delaware corporation, in its capacity as administrative agent for the Lenders thereunder, and the Collateral Agent (as heretofore amended, restated, supplemented or otherwise modified, the "Financing Agreement");

WHEREAS, pursuant to the terms of the Financing Agreement, the Grantors executed and delivered that certain Pledge and Security Agreement dated as of January 30, 2009, in favor of the Collateral Agent (as heretofore amended, restated, supplemented or otherwise modified, the "Pledge and Security Agreement");

WHEREAS, in connection with the execution of the Pledge and Security Agreement, the Grantors entered into that certain Trademark Security Agreement (Short-Form) dated as of January 30, 2009 (as heretofore amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement" and, together with the Pledge and Security Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, the Grantors granted to the Collateral Agent a continuing security interest in all of the Grantors' right, title and interest in and to, among other things, the Trademark Collateral (as hereinafter defined), which security interests in the Trademark Collateral were recorded with the United States Patent & Trademark Office on February 2, 2009 at Reel/Frame No. 3927/0935.

WHEREAS, pursuant to that certain Consent, Release and Termination dated as of November 21, 2011, the Collateral Agent agreed to release and terminate any and all liens and security interests it may have in the Trademark Collateral granted pursuant to the Security Agreements.

NOW, THEREFORE, in consideration of the foregoing, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

**1. Definitions**

“Trademark Collateral” shall mean all of each Grantor’s right, title and interest in or to any and all of the following assets and properties: all trademarks, service marks, brand names, certification marks, collective marks, d/b/a’s, Internet domain names, logos, symbols, trade dress, assumed names, fictitious names, trade names, and other indicia of origin, all applications and registrations for all of the foregoing, and all goodwill associated therewith and symbolized thereby, and all extensions, modifications and renewals of same, including all trademark registrations and applications listed on Schedule A here to and all good will connected with the use of and symbolized thereby.

**2. Release of Security Interest**

The Collateral Agent hereby releases, relinquishes, terminates and discharges and transfers and assigns, without recourse, unto each Grantor, all of the Collateral Agent’s security interest and lien on all of such Grantor’s right, title and interest in, to and under the Trademark Collateral, including all of the foregoing listed on Schedule A attached hereto and incorporated herein by reference.

**3. Recordation**

The Collateral Agent hereby authorizes the recordation of this Release with the United States Patent & Trademark Office and the United States Copyright Office and any other applicable registry, the filing of Uniform Commercial Code financing statements and the filing or recording of any other document or instrument necessary to place on record the release of the Collateral Agent’s lien upon and security interest in the Trademark Collateral, and any such recordation or filing shall be deemed to have been authorized by the Collateral Agent.

**4. Further Assurances**

The Collateral Agent agrees to provide the Grantors with any additional authorization necessary to effect the release of its security interest in the Trademark Collateral.

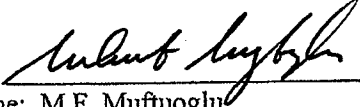
**5. Applicable Law**

THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD REQUIRE APPLICATION OF LAWS OF ANOTHER STATE.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Collateral Agent has executed this Release as of  
the date first set forth above.

CONOCOPHILLIPS COMPANY, as Collateral Agent

By:   
Name: M.F. Muftuoglu  
Title: Assistant Treasurer

Signature Page to Release of Security Interest  
in Intellectual Property Collateral

TRADEMARK  
REEL: 004672 FRAME: 0701

**SCHEDULE A**

**SCHEDULE OF TIME OIL CO. TRADEMARKS**

Trademark	Territory/Jurisdictions in which Used	Products & Services for Which Used	Country/ State of Applicant/ Registration	Application Number	Filing or Issue Date	Due Date for Further Filing
"Time Oil"	Throughout Service Area (1st Use 11/30/41)	"For Gasoline, Motor Oil and Lubrication Greases, in Class 4 (U.S. Cl. 15)"	Federal	1536028	4/25/1989	4/25/2009
"Time" over a clock which in turn is over the words, "Products Time Tested"	Throughout Service Area (First Use 8/23/40)	"Gasoline & Other Petroleum Products - Classes 35 & 42"	Washington	465	11/1/2001	1/24/2008
"Time" w/Design	Oregon	Classes 104, 139	Oregon	14688	8/8/2007	8/8/2012
"Gasbur"	Throughout Service Area (1st Use 11/27/81)	"Classes 016, 037, 042" "Discount Coupons"	Federal	1738302	12/8/2002	12/8/2012
			California	095692/Renewal #10729	2/25/1992	2/25/2012
			Nevada	TM00250068	9/8/2008	1/28/2012
			Oregon	75885	1/5/2007	1/30/2012
		"Discount Coupons Redeemable for Convenience Store Merchandise & Gasoline"	Washington	21141	9/24/2001	2/28/2008
"Gas Mart"	Oregon (1st Use/Original Filing Date 9/10/70)	Class 135	Oregon	11128	3/10/2005	3/10/2010
"Jackpot"	Formerly California, Idaho, Nevada, Oregon, Washington (Not Currently in Use) (1st Use 12/10/68)	"Fast Food & Convenience Store Services" (Service Mark)	Federal	1875429	2/11/1992	2/11/2012
		"Gasoline Retail Services"	Federal	1831875	1/16/1991	1/5/2011
		Class US 101	Idaho	8809	1/18/2000	3/9/2010
		Classes 104, 128, 142	Oregon	T515452	10/19/2003	10/19/2008 (No Renewal Certificate in File)
		"Petroleum Products"	Washington	14575	9/29/2003	10/14/2008
"Jackpot bar" (Miscellaneous Design)	Formerly California, Idaho, Nevada, Oregon, Washington (1st Use 1998) (Not Currently in Use)	"Design Mark for Retail Convenience Stores Class 135 (US CLS 100, 101 & 102)"	Federal	2284946	10/12/1999	10/12/2009 (Abandoned 10/12/2005)
"Three Horizontal stripes: red, orange, yellow"	Throughout Service Area	"Design Mark used in connection with gas station services and fast food & convenience store services" Classes 137, 142	Oregon	524321	5/18/1990	5/18/2010

TRADEMARK