

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPECTRUM STORES, INC.		04/10/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	CIRCLE K STORES INC		
Street Address:	P.O. Box 52085		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85072-2085		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1400704	SPECTRUM	
CORRESPONDENCE DATA			
Fax Number:	(612)332-9081		
Phone:	612.332.5300		
Email:	mcaufman@merchantgould.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:	Brent E. Routman		
Address Line 1:	P.O. Box 2910		
Address Line 2:	Merchant & Gould P.C.		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	9680.623US01		
NAME OF SUBMITTER:	Brent E. Routman		
Signature:	/ber/		

OP \$40.00 1400704

Date:

03/09/2012

Total Attachments: 10

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ASSET PURCHASE AND SALE AGREEMENT

by and among

CIRCLE K STORES INC.

and

SPECTRUM STORES, INC.,

SPECTRUM REALTY, INC., and

SPECTRUM HOLDING, INC.

as of

April 10, 2006

ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT is made and entered into as of the Effective Date by and between CIRCLE K STORES INC., a corporation organized under the laws of the State of Texas with a regional office in Charlotte, North Carolina, hereinafter referred to as "Purchaser", and SPECTRUM STORES, INC., a corporation organized under the laws of the State of Georgia with its principal office in West Point, Georgia ("Spectrum Stores"), and SPECTRUM REALTY, INC., a corporation organized under the laws of the State of Georgia with its principal office in West Point, Georgia ("Spectrum Realty"), as their respective interests may appear, collectively hereinafter referred to as "Sellers" or individually as a "Seller", and SPECTRUM HOLDING, INC., a corporation organized under the laws of the State of Georgia with its principal office in West Point, Georgia, the 100% shareholder of Sellers, hereinafter referred to as "Shareholder".

WITNESSETH THAT:

WHEREAS, Sellers are in the business of leasing or owning and operating certain convenience stores, including the retail sale of motor vehicle fuels at the Premises (individually a "Store" or collectively the "Stores") (the "Business");

WHEREAS, Purchaser wishes to acquire, Sellers wish to sell, and Shareholder desires to cause Sellers to sell to Purchaser substantially all of the assets of the Business as hereinafter provided, all upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, the mutual promises and covenants hereinafter set forth, the contemplated payment by Purchaser to Sellers of the Purchase Price, and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to the terms and conditions of said sale and purchase as hereinafter set forth.

“Intellectual Property” shall have the meaning set forth in Section 3.6.1.

ARTICLE II
SALE OF ASSETS AND CONSIDERATION THEREFOR

2.1 Sale and Transfer of Assets. On the terms and subject to the conditions of this Agreement, Sellers shall sell, convey, assign, transfer and deliver to Purchaser, and Purchaser shall purchase, acquire and accept, on the Closing Date, free and clear of any Encumbrances, except for Permitted Exceptions, all of Sellers' property and assets of the Business, of every kind and nature, real, personal and mixed, tangible and intangible, wherever located and whether or not recorded on Sellers' books, to the extent existing at the Closing Date, Including the properties described in Sections 2.1.1 through 2.1.15 hereof (the "Acquired Assets"), but not including the Excluded Items.

2.1.13 Trade Names. All of Sellers' rights to the following trade names: "Spectrum" and "Tobacco Crossing" and a five-year royalty-free, non-exclusive license to use the "LoBucks" brand trade name; and

3.6 Intellectual Property.

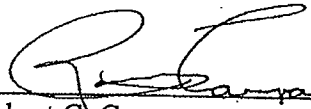
3.6.1 Schedule 3.6.1 lists any trademark, service mark, registration thereof or application for registration therefor, trade name, invention, construction drawings, architectural drawings, patent, patent application, trade secret, know-how, copyright, copyright registration, application for copyright registration, or any other similar type of proprietary intellectual property (including without limitation any such right in computer software) used in the conduct of the Business (collectively, the "Intellectual Property"). Except as disclosed on Schedule 3.6.1, Sellers own all such Intellectual Property subject only to the license rights described on such Schedule. Except as set forth on Schedule 3.6.1, the consummation of the transactions contemplated hereby will not alter or impair Sellers' rights to own and use the Intellectual Property or its ownership thereof. Except as disclosed on Schedule 3.6.1, no material claims have been asserted and no material claims are pending or, to the Knowledge of Sellers, threatened by any person to the use of any such Intellectual Property or challenging or questioning the validity or effectiveness of any state, federal or foreign registration of the Intellectual Property.

9.19 Extension of Time. If any time period hereunder within which any action to be taken or any condition to be satisfied ends on a Saturday, Sunday or a nationally recognized holiday, such time period shall automatically extend to the next day that is not a Saturday, Sunday or nationally recognized holiday.

IN WITNESS WHEREOF, Sellers, Shareholder and Purchaser, acting pursuant to authority, have caused this Agreement to be duly executed in their respective corporate names by their duly authorized officers, all as of the day and year set forth below.

PURCHASER:

CIRCLE K STORES INC.

By: 
Robert G. Campau
Vice President

Signed, sealed and delivered by Purchaser
on the 10th day of April, 2006,
in the presence of:


Unofficial Witness


Notary Public



SELLERS:

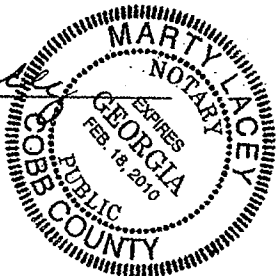
SPECTRUM STORES, INC.

By: Albert C. Woodroof III
Albert C. Woodroof, III, President

Signed, sealed and delivered by Spectrum Stores, Inc.
on the 10th day of April, 2006,
in the presence of:

[Signature]
Unofficial Witness

Marty Lacey
Notary Public



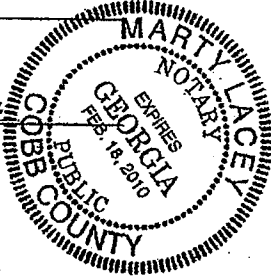
SPECTRUM REALTY, INC.

By: Albert C. Woodroof III
Albert C. Woodroof, III, President

Signed, sealed and delivered by Spectrum Realty, Inc.
on the 10th day of April, 2006,
in the presence of:

[Signature]
Unofficial Witness

Marty Lacey
Notary Public



SHAREHOLDER:

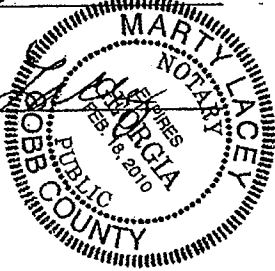
SPECTRUM HOLDING, INC.

By: Albert C. Woodroof III
Albert C. Woodroof, III, President

Signed, sealed and delivered by Spectrum Holdings, Inc.
on the 10th day of April, 2006,
in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public



SCHEDULE 3.6.1

Intellectual Property

Trade names and associated trade marks for "Spectrum", "Tobacco Crossing" and LoBucks are the property of Sellers.