

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lehigh Gas Wholesale Services, Inc.		10/30/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	KeyBank National Association
<b>Street Address:</b>	4900 Tiedeman Rd 1st Floor SE
<b>Internal Address:</b>	OH-01-49-0114
<b>City:</b>	Brooklyn
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44144
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	1233036	UN
Registration Number:	2061401	UNI-MART
Registration Number:	1240593	UNI-MART
Registration Number:	2790279	CHOICE CIGARETTE DISCOUNT OUTLET

**CORRESPONDENCE DATA**

Fax Number: 2127557306  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212-326-3939  
 Email: NYTEF@JONESDAY.COM  
 Correspondent Name: Nathan J. Hoepfner, Esq.  
 Address Line 1: Jones Day  
 Address Line 2: 222 East 41st Street  
 Address Line 4: New York, NEW YORK 10017

CH \$115.00 1233036

ATTORNEY DOCKET NUMBER:	601755-049148
NAME OF SUBMITTER:	Nathan J. Hoepfner
Signature:	/Nathan J. Hoepfner/
Date:	11/02/2012
Total Attachments: 5 source=Executed_Trademark Security Agreement (Lehigh 2012)#page1.tif source=Executed_Trademark Security Agreement (Lehigh 2012)#page2.tif source=Executed_Trademark Security Agreement (Lehigh 2012)#page3.tif source=Executed_Trademark Security Agreement (Lehigh 2012)#page4.tif source=Executed_Trademark Security Agreement (Lehigh 2012)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of October 30, 2012, by Lehigh Gas Wholesale Services, Inc., a Delaware corporation (the "Pledgor"), in favor of KeyBank National Association in its capacity as Collateral Agent pursuant to the Credit Agreement, dated as of the date hereof (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Second Amended and Restated Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under the Trademarks of the Pledgor listed on Schedule 1 attached hereto and all of the other IP Collateral of the Pledgor related to such Trademarks (collectively, the "Trademark Collateral").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Obligations in accordance with the Credit Agreement, upon written request of the Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

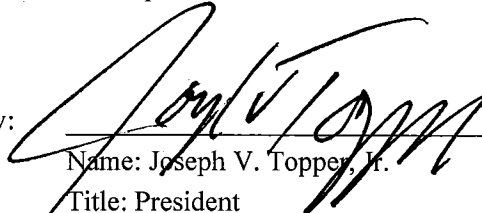
SECTION 5. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**LEHIGH GAS WHOLESALE SERVICES, INC.,**  
a Delaware corporation

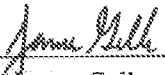
By: \_\_\_\_\_



Name: Joseph V. Topper, Jr.  
Title: President

Accepted and Agreed:

**KEYBANK NATIONAL ASSOCIATION**  
as Collateral Agent

By:   
Name: James Gelle  
Title: Vice President

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Loan Party</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No. and/or Registration No.</u>	<u>Application Filing Date and/or Registration Date</u>
Lehigh Gas Wholesale Services, Inc.	"UN" in design form	USA	1233036	3/29/83
Lehigh Gas Wholesale Services, Inc.	Lined Uni-Mart in red and blue	USA	2061401	3/13/97
Lehigh Gas Wholesale Services, Inc.	UNI-MART lined in blue	USA	1240593	5/31/83
Lehigh Gas Wholesale Services, Inc.	Choice Cigarette Discount Outlet	USA	2790279	12/9/03