

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CST Services LLC		05/01/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Bank, National Association
<b>Street Address:</b>	1700 Lincoln Street, 3rd Floor
<b>Internal Address:</b>	MAC C7300-033
<b>City:</b>	Denver
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80203
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	3627987	CIBOLO MOUNTAIN
Registration Number:	4217914	CIBOLO MOUNTAIN
Registration Number:	2493916	CORNER STORE
Registration Number:	4244679	CORNER STORE
Registration Number:	2661186	CORNER STORE
Registration Number:	2128014	CORNER STORE
Registration Number:	2958019	CORNER STORE EXPRESS
Registration Number:	3555033	FLAVORS2GO
Registration Number:	2569341	FRESH CHOICES
Registration Number:	3674462	FRESH CHOICES
Registration Number:	3223149	FRESH CHOICES
Registration Number:	3415492	FRESH CHOICES
Registration Number:	1320077	NEIGHBORSTORE

OP \$515.00 3627987

Registration Number:	4109552	TASTE THE VALUE
Registration Number:	2259783	TOBACCO COUNTRY
Registration Number:	3723436	U FORCE
Registration Number:	1398853	ULTRAMART
Registration Number:	1870783	ULTRAQUICK
Registration Number:	4288000	FRESH CHOICES
Serial Number:	85757936	FRESH CHOICES

**CORRESPONDENCE DATA**

Fax Number: 7147558290

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

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	049275-0026
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	05/03/2013

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, effective as of May 1, 2013 (this "Agreement"), is made by CST SERVICES LLC, as a Grantor (the "Grantor") in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the "Agent").

**WHEREAS**, in connection with that certain Credit Agreement dated as of March 20, 2013, among CST BRANDS, INC., a Delaware corporation, the Lenders and the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Grantor has entered into that certain Guarantee and Collateral Agreement dated as of May 1, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), pursuant to which the Grantor has assigned, transferred and granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

**WHEREAS**, the Grantor is required, pursuant to the Guarantee and Collateral Agreement, to execute and this Agreement in order to record the security interest in the Trademark Collateral granted to the Agent, for the benefit of the Secured Parties with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Agent, for the benefit of the Secured Parties, as follows:

### SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Guarantee and Collateral Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

### SECTION 2. Grant of Security Interest in Trademark Collateral

**SECTION 2.1 Grant of Security.** The Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, wherever located and, in each case, now directly owned or at any time hereafter directly acquired and owned by the Grantor or in which the Grantor now has or at any time in the future directly acquires and holds any right, title or interest (collectively, the "Trademark Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations:

(a) All domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet Domain Names and other indicia of origin or source identification, whether registered or unregistered, and with respect to any and all of the foregoing, and all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto (collectively, the "Trademarks");

(b) all agreements, licenses and covenants providing for the grant to or from the Grantor of any right in or to any Trademark or otherwise providing for or permitting co-existence with respect to a Trademark (including, without limitation, those listed on Schedule A attached hereto; and

(c) in the case of clauses (a) and (b), (i) all extensions, renewals, and restorations thereof, (ii) all rights to sue or otherwise recover for any past, present and future infringement, dilution or other violation or impairment thereof, (iii) all Proceeds therefrom, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto and (iv) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, or the security interest granted under Section 2.1 hereof attach to, any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral 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 Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

### **SECTION 4. Governing Law**

THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).

### **SECTION 5. Counterparts**

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic imaging means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission (e.g. "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date set forth below and effective as of the date first set forth above.

**GRANTOR**

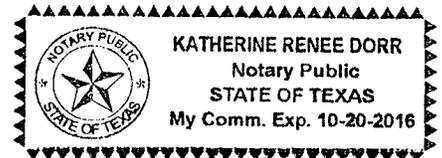
**CST SERVICES LLC,  
as Grantor**

By:   
Name: Clayton E. Killinger  
Title: Senior Vice President and Chief Financial Officer

STATE OF Texas )  
COUNTY OF Brewer ) ss.

On this 18<sup>th</sup> day of April, 2013 before me personally appeared Clayton E. Killinger proved to me on the basis of satisfactory evidence to be the person who executed the foregoing Trademark Security Agreement on behalf of CST Services LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Managers and that he/she acknowledged said instrument to be the free act and deed of said company.

  
Notary Public



Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Agent

By: Nathan R. Rantala  
Name: Nathan R. Rantala  
Title: Director

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	Serial No.	Filing Date	Registration No.	Registration Date
CIBOLO MOUNTAIN	77344940	December 5, 2007	3627987	May 26, 2009
CIBOLO MOUNTAIN	85576938	March 22, 2012	4217914	October 2, 2012
CORNER STORE	75812841	October 1, 1999	2493916	October 2, 2001
CORNER STORE & Design	85491244	December 9, 2011	4244679	November 20, 2012
CORNER STORE & Design	75896069	January 13, 2000	2661186	December 17, 2002
CORNER STORE & Design	74709361	July 28, 1995	2128014	January 13, 1998
CORNER STORE EXPRESS	78223186	March 7, 2003	2958019	May 31, 2005
FLAVORS2GO	77344929	December 5, 2007	3555033	December 30, 2008
FRESH CHOICES	76081552	June 30, 2000	2569341	May 14, 2002
FRESH CHOICES	78495956	October 7, 2004	3674462	August 25, 2009
FRESH CHOICES & Design	78963107	August 29, 2006	3223149	March 27, 2007
FRESH CHOICES & Design	78281676	July 31, 2003	3415492	April 22, 2008
NEIGHBORSTORE	73479895	May 11, 1984	1320077	February 12, 1985
TASTE THE VALUE	85046637	May 24, 2010	4109552	March 6, 2012
TOBACCO COUNTRY	75232481	January 28, 1997	2259783	July 6, 1999
U FORCE	77567527	September 11, 2008	3723436	December 8, 2009
ULTRAMART	73558130	September 13, 1985	1398853	June 24, 1986
ULTRAQUICK	74194034	August 12, 1991	1870783	December 27, 1994
FRESH CHOICES	85543130	February 15, 2012	4288000	February 12, 2013
FRESH CHOICES & Design	85757936	October 18, 2012	Application in process	Application in process

**TRADEMARK LICENSES**

None.

HN1000057.3