

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	NCNB Texas National Bank		07/15/2013	National Banking Association: UNITED STATES
	NCNB National Bank of North Carolina		07/15/2013	National Banking Association: UNITED STATES
RECEIVING PARTY DATA				
Name:	National Convenience Stores Incorporated			
Street Address:	One Valero Way			
Internal Address:	Bldg. D, Suite 200			
City:	San Antonio			
State/Country:	TEXAS			
Postal Code:	78249			
Entity Type:	CORPORATION: DELAWARE			
PROPERTY NUMBERS Total: 1				
	Property Type	Number	Word Mark	
	Registration Number:	1320077	NEIGHBORSTORE	
CORRESPONDENCE DATA				
Fax Number:	2146614493			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-953-6493			
Email:	daltmdept@bakerbotts.com			
Correspondent Name:	Elizabeth K. Stanley			
Address Line 1:	2001 Ross Avenue			
Address Line 2:	Suite 600			
Address Line 4:	Dallas, TEXAS 75201			
ATTORNEY DOCKET NUMBER:	082284.0101			

900260779

TRADEMARK
REEL: 005071 FRAME: 0752

CH \$40.00 1320077

NAME OF SUBMITTER:	Jill M. Errera
Signature:	/Jill M. Errera/
Date:	07/16/2013
Total Attachments: 4 source=Affidavit of Release (Neighborstore Mark)#page1.tif source=Affidavit of Release (Neighborstore Mark)#page2.tif source=Affidavit of Release (Neighborstore Mark)#page3.tif source=Affidavit of Release (Neighborstore Mark)#page4.tif	

AFFIDAVIT OF RELEASE

Reference is made NATIONAL CONVENIENCE STORES INCORPORATED, a Delaware corporation (the “Debtor”), being a party to that certain Trademark, Patent, and License Security Agreement dated as of January 24, 1991, recorded by the Assignment Division of the U.S. Patent and Trademark Office at Reel 0810, Frame 939 and at Reel 5797, Frame 160 on July 24, 1991 (as amended by that certain First Amendment to Trademark, Patent and License Security Agreement dated as of March 9, 1993, recorded by the Assignment Division of the U.S. Patent and Trademark Office at Reel 0958, Frame 890 on April 22, 1993, the “IP Security Agreement”), by the Debtor, in favor of NCNB TEXAS NATIONAL BANK, a national banking association, and NCNB NATIONAL BANK OF NORTH CAROLINA, a national banking association (the banks, together with their successors and assigns, the “Secured Parties”), which IP Security Agreement created in favor of and granted to the Secured Parties a security interest in the intellectual property collateral described therein, including the trademark listed on Schedule A hereto (collectively, the “IP Collateral”), in order to secure payment of the certain indebtedness of the Debtor owing to the Secured Parties.

Reference is further made to CST SERVICES, LLC, a Delaware limited liability and a wholly owned subsidiary of the Debtor (the “Owner”), which is the owner of the IP Collateral as of the date hereof.

I, Clayton E. Killinger, certify that I am the Senior Vice President and Chief Financial Officer of each of the Debtor and the Owner and, in such capacity and not in my individual capacity, I do hereby certify as to the statements made hereunder as part of this AFFIDAVIT OF RELEASE (this “Affidavit”):

1. I am the duly elected and authorized Senior Vice President and Chief Financial Officer of each of the Debtor and the Owner and, in such capacity, I have access to the financial statements and records of each of the Debtor and the Owner.

2. In connection with the matters asserted herein, I have made due inquiry of all persons necessary or appropriate to verify or confirm the statements contained herein.

3. Neither the Debtor nor the Owner has any outstanding indebtedness owing to the Secured Parties, and there is no obligation secured by the IP Collateral.

4. Neither the Debtor nor the Owner is a party to any document, instrument or agreement with the Secured Parties as of the date hereof evidencing the existence of any indebtedness owed to the Secured Parties or under which the Debtor or the Owner may incur any indebtedness owed to the Secured Parties.

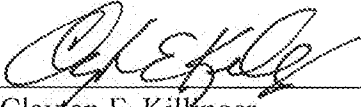

5. There are no valid liens or security interests on any assets of the Debtor or the Owner, including the IP Collateral, in favor of the Secured Parties as of the date hereof.

6. Any security interests created or granted in the IP Collateral under the IP Security Agreement have been terminated and released, and this Affidavit shall evidence and support such termination and release.

[Signature Page Follows]

IN WITNESS WHEREOF, I have executed this Affidavit as of this 15 day of July, 2013.

National Convenience Stores Incorporated,
as the Debtor

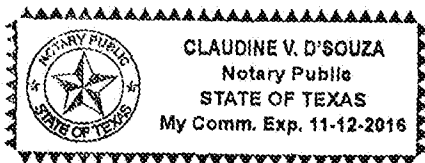
By:  
Name: Clayton E. Killinger
Title: Senior Vice President and Chief Financial Officer

State of Texas
County of BEXAR

This Affidavit was acknowledged before me on the date below by Clayton E. Killinger, Senior Vice President and Chief Financial Officer of National Convenience Stores Incorporated, a Delaware corporation, on behalf of said corporation.

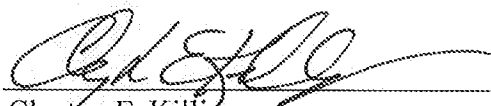
Subscribed and sworn to before me
this 15th day of July, 2013


NOTARY PUBLIC



IN WITNESS WHEREOF, I have executed this Affidavit as of this 15 day of July, 2013.

CST Services LLC,
as the Owner

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

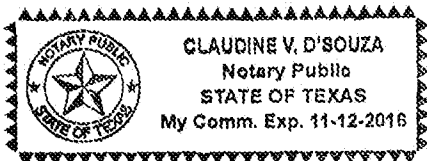
CPH

State of Texas
County of BEXAR

This Affidavit was acknowledged before me on the date below by Clayton E. Killinger, Senior Vice President and Chief Financial Officer of CST Services LLC, a Delaware limited liability company, on behalf of said limited liability company.

Subscribed and sworn to before me
this 15th day of July, 2013


NOTARY PUBLIC



Schedule A

Trademarks and Patents under IP Security Agreement

Mark	Serial No.	Filing Date	Registration No.	Registration Date
NEIGHBORSTORE	73479895	May 11, 1984	1320077	February 12, 1985