

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
GPM Investments, LLC		08/06/2013	LIMITED LIABILITY COMPANY: DELAWARE
GPM1, LLC		08/06/2013	LIMITED LIABILITY COMPANY: DELAWARE
GPM2, LLC		08/06/2013	LIMITED LIABILITY COMPANY: DELAWARE
GPM3, LLC		08/06/2013	LIMITED LIABILITY COMPANY: DELAWARE
GPM4, LLC		08/06/2013	LIMITED LIABILITY COMPANY: DELAWARE
GPM5, LLC		08/06/2013	LIMITED LIABILITY COMPANY: DELAWARE
GPM6, LLC		08/06/2013	LIMITED LIABILITY COMPANY: DELAWARE
GPM8, LLC		08/06/2013	LIMITED LIABILITY COMPANY: DELAWARE
GPM9, LLC		08/06/2013	LIMITED LIABILITY COMPANY: DELAWARE
GPM Transportation LLC		08/06/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank
Street Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association: PENNSYLVANIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark

Serial Number:	76714497	QUICK & EASY EVERYDAY SHOP & CAFE
Registration Number:	2995521	CIGARETTE CITY
Registration Number:	011409	
Registration Number:	3494476	SCOTCHMAN
Registration Number:	3494477	SCOTCHMAN YOUR GOOD NEIGHBOR STORE
Registration Number:	002245	
Registration Number:	3494478	SCOTCHMAN STORES
Registration Number:	3548975	VIRGINIA OIL COMPANY
Registration Number:	3805131	CW'S COFFEE COMPANY
Registration Number:	3812391	CW'S COFFEE COMPANY

CORRESPONDENCE DATA

Fax Number: 2158325619
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 2155695619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-01851
NAME OF SUBMITTER:	Timothy D. Pecsénye
Signature:	/Timothy D. Pecsénye/
Date:	08/06/2013

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 6th day of August, 2013 by **GPM SOUTHEAST, LLC**, a Delaware limited liability company ("Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), in its capacity as agent ("Agent") for the Lenders.

W I T N E S S E T H

WHEREAS, Grantor, GPM Investments, LLC, a Delaware limited liability company ("GPM"), GPM1, LLC, a Delaware limited liability company ("GPM1"), GPM2, LLC, a Delaware limited liability company ("GPM2"), GPM3, LLC, a Delaware limited liability company ("GPM3"), GPM4, LLC, a Delaware limited liability company ("GPM4"), GPM5, LLC, a Delaware limited liability company ("GPM5"), GPM6, LLC, a Delaware limited liability company ("GPM6"), GPM8, LLC, a Delaware limited liability company ("GPM8"), GPM9, LLC, a Delaware limited liability company ("GPM9"), and GPM Transportation LLC, a Delaware limited liability company ("GPM Transportation", together with Grantor, GPM, GPM1, GPM2, GPM3, GPM4, GPM5, GPM6, GPM8, and GPM9 and each Person joined to the Loan Agreement (defined below) as a borrower from time to time, collectively, the "Borrowers", and each a "Borrower") have entered into that certain Second Amended and Restated Revolving Credit, Term Loan and Security Agreement with certain financial institutions party thereto from time to time as lenders (the "Lenders") and with Agent, dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement"), pursuant to which Agent and Lenders provided for the extension of credit to be made to Borrowers;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers to Agent and Lenders under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized herein but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement, of a continuing security interest in Grantor's entire right, title and

interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and service mark, as well as associated trademark registrations or applications for registration listed on Schedule 1 annexed hereto (such trademarks and trademark applications and registrations, the "Trademarks"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks listed on Schedule I attached hereto constitute all trademarks owned and registered, or subject to a pending application for registration, to Grantor as of the date of this Agreement.


4. Covenants. Except as otherwise permitted under the Loan Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interests in the Trademarks without prior written consent of Agent.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GPM SOUTHEAST, LLC

By: 

Name: Arie Kotler

Title: Chief Executive Officer

By: 

Name: Mark C. King

Title: Chief Financial Officer

Acknowledged and accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____

Name: James Moellering

Title: Vice President

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GPM SOUTHEAST, LLC

By: _____

Name: Arie Kotler

Title: Chief Executive Officer

By: _____

Name: Mark C. King

Title: Chief Financial Officer

Acknowledged and accepted:

PNC BANK, NATIONAL ASSOCIATION,

as Agent

By: Keith Moellering

Name: Keith Moellering

Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg./App. No.</u>	<u>Issue/Filing Date</u>	<u>Status</u>	<u>Next Action</u>
CIGARETTE CITY	U.S. Reg. No. 2995521	09/13/2005	Registered; Sec. 8 filed	09/13/2014-09/13/2015 Sec. 8 & Sec. 9 Renewal App.
Design (Man in Hat and Topcoat Peering Through Spyglass)	Reg. No. 011409 (NC)	02/15/1995	Registered	02/15/2015 Renewal App.
SCOTCHMAN	U.S. Reg. No. 3494476	09/02/2008	Registered	09/02/2013-09/02/2014 Sec. 8 & 15 Affs.
SCOTCHMAN, YOUR GOOD NEIGHBOR STORE (& Design)	U.S. Reg. No. 3494477	02/15/1995	Registered	09/02/2013 – 09/02/2014 Sec. 8 & 15 Affs.
SCOTCHMAN (and design)	Reg. No. 002245 (NC)	04/18/1975	Registered	04/18/2015 Renewal App.
SCOTCHMAN STORES	U.S. Reg. No. 3,494,478	09/02/2008	Registered	09/02/2013 – 09/02/2014 Sec. 8 & 15 Affs.
QUICK & EASY EVERYDAY SHOP & CAFÉ (and Design)	S.N. 76714497	07/03/2013	Pending application	
VIRGINIA OIL COMPANY	U.S. Reg. No. 3548975	12/23/2008	Registered	12/23/2013-12/23/2014 Sec. 8 & 15 Affs.
CW'S COFFEE COMPANY	U.S. Reg. No. 3805131	6/22/2010	Registered	6/22/2015-6/22/2016 Sec. 8 & 15 Affs.

**CW'S COFFEE
COMPANY**

**U.S. Reg. No.
3812391**

7/6/2010

Registered

**07/06/2015-
07/06/2016**

Sec. 8 & 15 Affs.

POWER OF ATTORNEY

Dated August 6, 2013

GPM SOUTHEAST, LLC, a Delaware limited liability company (“Grantor”), hereby authorizes **PNC BANK, NATIONAL ASSOCIATION**, its successors and assigns, and any officer or agent thereof (collectively, “PNC”), as agent for the Lenders (in such capacity, “Agent”) under that certain Second Amended and Restated Revolving Credit, Term Loan and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the “Lenders”) and Grantor, **GPM Investments, LLC**, a Delaware limited liability company (“GPM”), **GPM1, LLC**, a Delaware limited liability company (“GPM1”), **GPM2, LLC**, a Delaware limited liability company (“GPM2”), **GPM3, LLC**, a Delaware limited liability company (“GPM3”), **GPM4, LLC**, a Delaware limited liability company (“GPM4”), **GPM5, LLC**, a Delaware limited liability company (“GPM5”), **GPM6, LLC**, a Delaware limited liability company (“GPM6”), **GPM8, LLC**, a Delaware limited liability company (“GPM8”), **GPM9, LLC**, a Delaware limited liability company (“GPM9”), and **GPM Transportation, LLC**, a Delaware limited liability company (“GPM Transportation”, and together with Grantor, **GPM, GPM1, GPM2, GPM3, GPM4, GPM5, GPM6, GPM8, and GPM9**, and each Person joined thereto as a borrower from time to time, collectively, the “Borrowers”, and each a “Borrower”) dated as of the date hereof (as the same may hereafter be amended, modified, restated or replaced from time to time, the “Loan Agreement”), following the occurrence and during the continuance of an Event of Default as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark Security Agreement between Grantor and Agent dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the “Trademark Security Agreement”), including, without limitation, the power to (a) record its interest in any Trademarks (as defined in the Trademark Security Agreement) or additional trademarks in the United States Patent and Trademark Office or other appropriate governmental office, (b) to execute on behalf of Grantor a supplement to the Trademark Security Agreement, (c) to use the Trademarks in connection with exercising its rights and remedies under the Loan Agreement, including without limitation in connection with the sale of Inventory or Collateral, (d) to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or (e) to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else, in each case subject to the terms of the Trademark Security Agreement and Loan Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.


This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

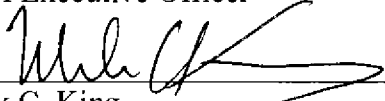
Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable until all Obligations have been fully paid and satisfied in full in cash, each Lender's commitment to make Advances under the Loan Agreement has expired or terminated and the Loan Agreement has been terminated.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

GPM SOUTHEAST, LLC

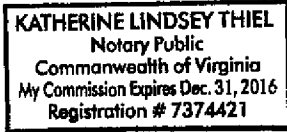
By: 
Name: Arie Kotler
Title: Chief Executive Officer

By: 
Name: Mark C. King
Title: Chief Financial Officer

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF Virginia : SS
COUNTY OF Henrico :

On this 1 of August, 2013, before me personally appeared ane Kotler and mark C. King, to me known and being duly sworn, deposes and says that ^{they are} he is authorized to sign on behalf of GPM Southeast, LLC, a Delaware limited liability company, that ^{my} he signed the Power of Attorney pursuant to the authority vested in ^{them} him by law; that the within Power of Attorney is the voluntary act of such company; and ^{he} he desires the same to be recorded as such.



Katherine Lindsey Thiel
Notary Public

My Commission Expires Dec. 31, 2016

[NOTARY PAGE TO POWER OF ATTORNEY TO TRADEMARK SECURITY AGREEMENT]