

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
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 Southeast, 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: 3

Property Type	Number	Word Mark

OP \$90.00 85869450

Serial Number:	85869450	FAS CASHBACK
Serial Number:	85869469	ALL IN GOOD TASTE
Serial Number:	85896547	FAS APP

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: 5
 source=Executed Supplement to TM Agreement.pdf - Adobe Acrobat Pro#page1.tif
 source=Executed Supplement to TM Agreement.pdf - Adobe Acrobat Pro#page2.tif
 source=Executed Supplement to TM Agreement.pdf - Adobe Acrobat Pro#page3.tif
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SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This Supplement to Trademark Security Agreement (“Supplement”), dated as of August 6, 2013, is by and between **GPM INVESTMENTS, LLC**, a Delaware limited liability company (“Grantor”) and **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as agent (“Agent”) for the Lenders.

BACKGROUND

This Supplement is being delivered in connection with (i) that certain Second Amended Revolving Credit, Term Loan and Security Agreement dated as of even date herewith by and among Grantor, GPM1, LLC, GPM2, LLC, GPM3, LLC, GPM4, LLC, GPM5, LLC, GPM6, LLC, GPM8, LLC, GPM9, LLC, GPM Southeast, LLC, and GPM Transportation, LLC (together with each Person joined as a borrower from time to time, collectively, the “Borrowers” and each a “Borrower”), certain financial institutions which are now or which hereafter become a party thereto as lenders (“Lenders”) and Agent (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the “Loan Agreement”) and (ii) that certain Trademark Security Agreement dated November 22, 2011 by Grantor in favor of Agent (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the “IP Security Agreement”). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the IP Security Agreement.

A. Pursuant to the Loan Agreement and the IP Security Agreement, Grantor granted to Agent, for the benefit of Lenders, a lien on and security interest in all of Grantor’s Trademarks (as defined therein).

B. Grantor has acquired certain additional trademarks and trademark applications set forth on Schedule 1(A) attached hereto and made part hereof (collectively, the “Additional Trademarks”).

C. Grantor and Agent desire to execute this Supplement for the purpose of, *inter alia*, granting, ratifying and confirming Agent’s lien on and security interest in the Additional Trademarks, as set forth more fully in the IP Security Agreement and for recording in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor, intending to be legally bound hereby, covenants and agrees as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement, the IP Security Agreement and the Other Documents (as defined in the Loan Agreement) and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Grantor grants a lien and security interest to Agent for the ratable benefit of Lenders, in all of its present and future right, title and interest in and to the Additional Trademarks and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Grantor acknowledges and confirms that the rights and remedies of Agent with respect to the security interest in the Additional Trademarks granted hereby are more fully set forth in the Loan Agreement and the IP Security Agreement, the terms and provisions of which are incorporated herein by reference. All references to the IP Security Agreement contained in the Loan Agreement or the Other Documents shall be deemed, for all purposes, to also refer to and include this Supplement.

3. Schedule 1 to the IP Security Agreement is hereby supplemented by the information contained on Schedule 1(A) attached hereto. All references to Schedule 1 contained in the Loan Agreement, IP Security Agreement or the Other Documents shall be deemed, for all purposes, to also refer to and include Schedule 1(A).

4. Except as expressly amended by this Supplement, all of the terms, conditions and provisions of the Loan Agreement and the IP Security Agreement are hereby ratified and continue unchanged and remain in full force and effect.

5. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile or PDF shall also bind the parties hereto.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

GPM INVESTMENTS, 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: Keith Moellering

Title: Senior Vice President

[SIGNATURE PAGE TO SUPPLEMENT TO TRADEMARK SECURITY
AGREEMENT]

TRADEMARK
REEL: 005086 FRAME: 0397

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

GPM INVESTMENTS, 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 SUPPLEMENT TO TRADEMARK SECURITY
AGREEMENT]

SCHEDULE 1(A)

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Owner</u>	<u>Service Mark</u>	<u>App. Serial No./ Registration No.</u>	<u>App. filing/ Regis. Date</u>	<u>Status</u>
GPM Investments, LLC	FAS CASHBACK	S.N. 85869450	03/07/2013	Pending 1(b) (ITU) application
GPM Investments, LLC	ALL IN GOOD TASTE	S.N. 85869469	03/07/2013	Pending 1(b) (ITU) application
GPM Investments, LLC	FAS APP	S.N. 85896547	04/05/3012	Pending 1(b) (ITU) application