

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Worsley Operating Corporation		08/06/2013	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	GPM Southeast, LLC		
Street Address:	8565 Magellan Parkway, Suite 400		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23227		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2995521	CIGARETTE CITY	
Registration Number:	3494476	SCOTCHMAN	
Registration Number:	3494477	SCOTCHMAN YOUR GOOD NEIGHBOR STORE	
Registration Number:	3805131	CW'S COFFEE COMPANY	
Registration Number:	3812391	CW'S COFFEE COMPANY	
CORRESPONDENCE DATA			
Fax Number:	6785532212		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	678 553 2100		
Email:	atltrademark@gtlaw.com		
Correspondent Name:	Joel R. Feldman, Esq.		
Address Line 1:	3333 Piedmont Rd, NE Suite 2500		
Address Line 4:	Atlanta, GEORGIA 30305		
ATTORNEY DOCKET NUMBER:	140344.020000		

CH \$140.00 2995521

NAME OF SUBMITTER:	Joel R. Feldman, Esq.
Signature:	/jrf/
Date:	08/09/2013
Total Attachments: 6 source=(74935034)_ (3)_Project Helios - Intellectual Property Assignment Agreem #page1.tif source=(74935034)_ (3)_Project Helios - Intellectual Property Assignment Agreem #page2.tif source=(74935034)_ (3)_Project Helios - Intellectual Property Assignment Agreem #page3.tif source=(74935034)_ (3)_Project Helios - Intellectual Property Assignment Agreem #page4.tif source=(74935034)_ (3)_Project Helios - Intellectual Property Assignment Agreem #page5.tif source=(74935034)_ (3)_Project Helios - Intellectual Property Assignment Agreem #page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is made effective as of the Closing Date (the "Effective Date") by and between VPS Convenience Store Group, LLC, Worsley Operating Company, LLC and Village Pantry LLC (collectively, the "Assignor"), in favor of GPM Southeast, LLC ("Assignee").

WHEREAS, the Assignor is the owner of the Company Intellectual Property set forth on Exhibit A attached hereto;

WHEREAS, the Assignor and Assignee are parties to that certain Asset Purchase Agreement dated June 4, 2013, as amended by that certain Amendment No. 1 to Asset Purchase Agreement dated June 26, 2013 (as the same may be further amended, modified or otherwise supplemented, the "Purchase Agreement"), pursuant to which Assignor agreed to sell and assign to Assignee, among other assets, all Company Intellectual Property (set forth on Exhibit A hereto) and all other Intellectual Property related to or used in connection with the Business, excluding any Intellectual Property that constitutes Excluded Assets (all of the foregoing collectively the "Assigned IP"). For purposes of clarity, each of Worsley Operating Corporation, a North Carolina corporation and original party to the Purchase Agreement, and Financial Express Money Order Company, Inc., a North Carolina corporation and original party to the Purchase Agreement, filed "Articles of Organization Including Articles of Conversion" on July 30, 2013 with the Secretary of State of the State of North Carolina, pursuant to which Worsley Operating Corporation was converted into "Worsley Operating Company, LLC", a North Carolina limited liability company, and Financial Express Money Order Company, Inc. was converted into "Financial Express Money Order Company, LLC", a North Carolina limited liability company, and each entity remains bound by the provisions of the Purchase Agreement. For the avoidance of doubt, in no event shall Assigned IP include any Intellectual Property that constitutes Excluded Assets. Capitalized terms used but not defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, for valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby:

1. Sells, transfers and assigns, and confirms that it has sold, transferred and assigned, all of Assignor's right, title, and interest in and to the Assigned IP, including any and all goodwill associated therewith, any and all applications and registrations with respect to the Assigned IP anywhere in the world, and the right to sue for and the remedies resulting from past, present and future infringement of the Assigned IP.

2. To the extent applicable, authorizes and requests the Registrar of the United States Copyright Office, the Commissioner of Patents and Trademarks of the United States of America, and as applicable, the empowered officials of all other governments to issue or transfer all Assigned IP to Assignee or its successors, assigns or nominees.

3. Agrees, as reasonably requested by Assignee and at Assignee's expense, to execute all assignments, lawful oaths and any other papers reasonably necessary or desirable for

securing to Assignee or its successors, assigns or nominees the Assigned IP and to effect the foregoing assignment.

Further Assurances. Assignor agrees that, at any time, upon the reasonable request of the Assignee (and at Assignee's expense to the extent Assignor incurs any out-of-pocket expenses), Assignor will execute and deliver all papers, take all rightful oaths, and do all acts which, in each case, may be reasonably appropriate or necessary to secure and maintain protection of the Assigned IP throughout all countries of the world and for vesting title thereto in Assignee, its successors, assigns and nominees, and otherwise to do all things necessary to give full effect to and to perfect the rights of the Assignee under this Assignment, including the execution, delivery and procurement of any and all further necessary documents evidencing this assignment, transfer.

Priority. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees to invoke and claim for any application for protection for the Assigned IP, the benefit of the right of priority provided by the laws of any country or countries, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

Governing Law. All matters relating to or arising out of this Assignment will be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice of Law or conflict of Law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

Counterparts and Amendment. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment may not be amended except by an instrument in writing signed by each of the parties hereto.

[Signature page follows]

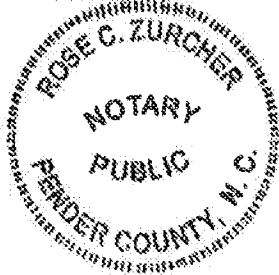
Village Pantry LLC

By: [Signature]
Name: Jeffrey W. Turpin
Title: Chief Executive Officer

State of North Carolina)
County of New Hanover) ss.:

On the 6th day of Aug., in the year 2013, before me, a Notary Public in and for said State, personally appeared Jeff W. Turpin, who is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instruments and acknowledged to me that such individual executed the same in each individual's capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public:
Notary Registration No.
My Commission expires: 3-10-2015



ASSIGNEE:

GPM Southeast, LLC

By: [Signature]
Name: Arie Kotler
Title: Chief Executive Officer

GPM Southeast, LLC

By: [Signature]
Name: Mark King
Title: Chief Financial Officer

State of Virginia)
County of Henrico) ss.:

On the 6 day of Aug, in the year 2013, before me, a Notary Public in and for said State, personally appeared Arie Kotler who is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instruments and acknowledged to me that such individual executed the same in each individual's capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public: Phyllis Stinson
Notary Registration No. 275546
My Commission expires: Nov. 30, 2015

State of Virginia)
County of Henrico) ss.:

On the 6 day of Aug, in the year 2013, before me, a Notary Public in and for said State, personally appeared MARK King who is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instruments and acknowledged to me that such individual executed the same in each individual's capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public: Phyllis Stinson
Notary Registration No. 275546
My Commission expires: Nov. 30, 2015

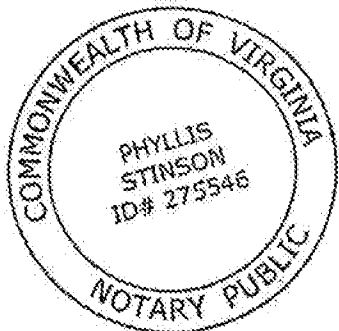


EXHIBIT A

Assigned IP

- www.scotchmanstores.com
- www.worsley.com
- www.lilcricketstores.com
- www.youngsfoodstores.com

TRADEMARK	REG. #	OWNER	STATUS
CIGARETTE CITY (W/O)	2995521	WOC	Registered -- 9/13/2005
CAROLINA PETRO (W/O)	2974725	WOC	Canceled -- reapplication in process
Man in Hat and Topcoat Peering Through Spyglass	011409	WOC	Registered - 2/15/1995 (North Carolina state registration)
Scotchman	3494476	WOC	Registered - 9/2/2008
SCOTCHMAN, YOUR GOOD	3494477	WOC	Registered - 2/15/1995
NEIGHBOR STORE SCOTCHMAN and design	002245	Entrepreneur, Inc.	Registered -- 4/18/1975 (North Carolina state registration)
QUICK & EASY EVERYDAY SHOP AND CAFÉ and design	3121101	Virginia oil	Canceled -- 3/1/2013. [WOC filed a new application for this mark earlier this month.]
EVERYDAY and design	2437535	LSF5	Canceled
EVERYDAY	2437536	LSF5	Canceled
VIRGINIA OIL COMPANY	3548975	LSF5	Registered - 12/23/2008
CW'S COFFEE COMPANY	3805131	WOC	Registered -- 6/22/2010
CW'S COFFEE COMPANY	3812391	WOC	Registered -- 7/6/2010