

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 Southeast, LLC		08/06/2013	LIMITED LIABILITY COMPANY: DELAWARE
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

CH \$265.00 2995521

RECEIVING PARTY DATA

Name:	WORSLEY OPERATING COMPANY, LLC
Street Address:	5200 TOWN CENTER CIRCLE, SUITE 600
Internal Address:	C/O SUN CAPITAL PARTNERS, INC.
City:	BOCA RATON
State/Country:	FLORIDA
Postal Code:	33486
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2995521	CIGARETTE CITY
Registration Number:	2974725	CAROLINA PETRO
Registration Number:	3494476	SCOTCHMAN
Registration Number:	3494477	SCOTCHMAN YOUR GOOD NEIGHBOR STORE
Registration Number:	3121101	QUICK & EASY EVERYDAY SHOP & CAFE
Registration Number:	2437535	EVERYDAY
Registration Number:	2437536	EVERYDAY
Registration Number:	3548975	VIRGINIA OIL COMPANY
Registration Number:	3805131	CW'S COFFEE COMPANY
Registration Number:	3812391	CW'S COFFEE COMPANY

CORRESPONDENCE DATA

Fax Number: 2027393001
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 202-739-5652
Email: chowell@morganlewis.com
Correspondent Name: Catherine R. Howell, Senior Paralegal
Address Line 1: 1111 Pennsylvania Ave., N.W.
Address Line 2: Morgan, Lewis & Bockius LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	100106-0010
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	08/15/2013

Total Attachments: 12

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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 (the "Company") and each other Person identified on the signature pages hereof as a "grantor" (together with the Company, each a "Grantor" and collectively, the "Grantors"), in favor of WORSLEY OPERATING COMPANY, LLC, a North Carolina limited liability company (as successor in interest to Worsley Operating Corporation, a North Carolina corporation) (the "Lender").

WITNESSETH

WHEREAS, the Company has entered into that certain Subordinated Secured Promissory Note (the "Subordinated Note"), dated as of the date hereof, in favor of the Lender, pursuant to which the Lender has provided for the extension of credit to be made to the Company; and

WHEREAS, the Grantors and the Lender have entered into that certain Pledge and Security Agreement, dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Security Agreement"), pursuant to which the Grantors have granted to the Lender, a security interest in substantially all of the assets of the Grantors including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by the Grantors' trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by the Company to the Lender under the Subordinated Note;

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, each Grantor agrees as follows:

1. Incorporation of Security Agreement. The Security 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 Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Subordinated Note, each Grantor hereby grants to the Lender, and hereby reaffirms its prior grant pursuant to the Security Agreement, of a continuing security interest in such 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 any 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. Each Grantor hereby represents and warrants that the Trademarks listed on Schedule I attached hereto constitute all trademarks registered, or subject to a pending application for registration, to the Grantors as of the date of this Agreement.

4. Covenants. To the extent prohibited under the Subordinated Note, each Grantor hereby agrees not to sell, license, grant any option, assign or further encumber its rights and interests in the Trademarks without prior written consent of the Lender.

5. Subordination. Notwithstanding anything to the contrary set forth herein, all rights and remedies of the Lender hereunder (including with respect to the right to receive payment and/or commence remedies against Grantors) are subject to the terms, conditions and restrictions set forth in the Subordination Agreement.


6. 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.

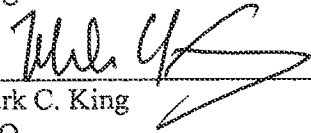
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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


GRANTORS:


GPM INVESTMENTS, LLC

By: 
Name: Arie Kotler
Title: CEO


By: 
Name: Mark C. King
Title: CFO

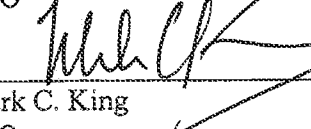
GPM 1, LLC

By: 
Name: Arie Kotler
Title: CEO


By: 
Name: Mark C. King
Title: CFO

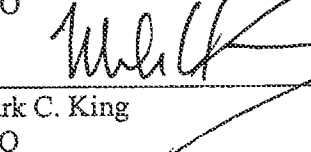
GPM 2, LLC

By: 
Name: Arie Kotler
Title: CEO


By: 
Name: Mark C. King
Title: CFO

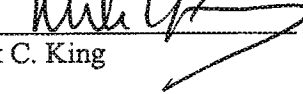
GPM 3, LLC

By: 
Name: Arie Kotler
Title: CEO

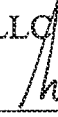
By: 
Name: Mark C. King
Title: CFO

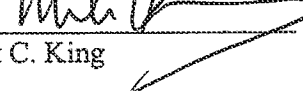
GPM 4, LLC

By: 
Name: Arie Kotler
Title: CEO


By: 
Name: Mark C. King
Title: CFO

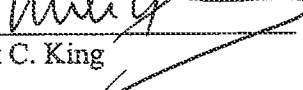
GPM 5, LLC

By: 
Name: Arie Kotler
Title: CEO


By: 
Name: Mark C. King
Title: CFO

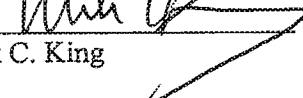
GPM 6, LLC

By: 
Name: Arie Kotler
Title: CEO

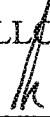
By: 
Name: Mark C. King
Title: CFO

GPM 8, LLC

By: 
Name: Arie Kotler
Title: CEO

By: 
Name: Mark C. King
Title: CFO

GPM 9, LLC

By: 

Name: Arie Kotler

Title: CEO

By: 

Name: Mark C. King

Title: CFO

GPM SOUTHEAST, LLC

By: 

Name: Arie Kotler

Title: CEO

By: 

Name: Mark C. King


Title: CFO

GPM TRANSPORTATION, LLC

By: 

Name: Arie Kotler

Title: CEO

By: 

Name: Mark C. King

Title: CFO

Acknowledged and accepted:

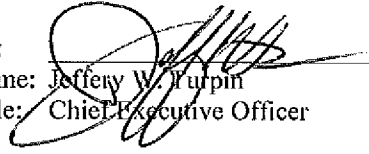
LENDER:

WORSLEY OPERATING COMPANY, LLC

By:

Name: Jeffrey W. Furpin

Title: Chief Executive Officer

A handwritten signature in black ink, appearing to read 'Jeffrey W. Furpin', is written over the printed name and title.

[SIGNATURE PAGES TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005091 FRAME: 0658

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Registered Trademarks</u>				
	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 NEIGHBOR STORE	3494477	WOC	Registered - 2/15/1995
	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
	<u>Internet domain names</u>			
	Worsley.com			
	Scotchmanstores.com			
	LilCricketStores.com			
	YoungsFoodStores.com			

POWER OF ATTORNEY

Dated August 6, 2013

GPM SOUTHEAST, LLC, a Delaware limited liability company (the "Company") and each other Person identified on the signature pages hereof as a "grantor" (together with the Company, each a "Grantor" and collectively, the "Grantors") hereby authorize WORSLEY OPERATING COMPANY, LLC, a North Carolina limited liability company (as successor in interest to Worsley Operating Corporation, a North Carolina corporation), its successors and assigns, and any officer or agent thereof (collectively, the "Lender"), under that certain Subordinated Promissory Note between the Company and the Lender dated as of the date hereof (as the same may hereafter be amended, modified, restated or replaced from time to time, the "Subordinated Note") and that certain Pledge and Security Agreement by the Grantors in favor of the Lender (as the same may hereafter be amended, modified, restated or replaced from time to time, the "Security Agreement"), following the occurrence and during the continuance of an Event of Default as the true and lawful attorney-in-fact of the Grantors, with the power to endorse the name of the Grantors on all applications, assignments, documents, papers and instruments necessary for the Lender to enforce and effectuate its rights under that certain Trademark Security Agreement between the Grantors and the Lender 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 any Grantor a supplement to the Trademark Security Agreement, (c) to use the Trademarks in connection with exercising its rights and remedies under the Subordinated Note and the Security 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, the Security Agreement and the Subordinated Note. Nothing herein contained shall obligate the Lender 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 Subordinated Note.

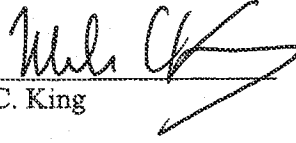
Each Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark Security Agreement, the Subordinated Note and the Security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

This Power of Attorney shall be irrevocable until all Obligations have been fully paid and satisfied in full in cash and the Subordinated Note has been terminated.


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

GPM INVESTMENTS, LLC

By: 
Name: Arie Kotler
Title: CEO

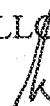
By: 
Name: Mark C. King
Title: CFO

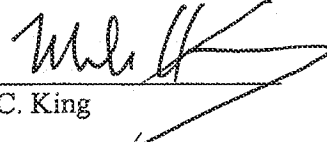
GPM 1, LLC

By: 
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Title: CEO

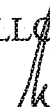
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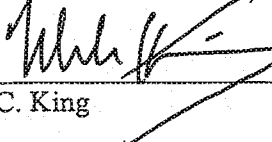
GPM 2, LLC

By: 
Name: Arie Kotler
Title: CEO


By: 
Name: Mark C. King
Title: CFO

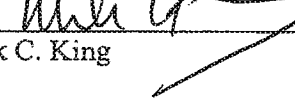
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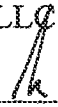
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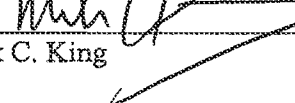
GPM 4, LLC

By: 
Name: Arie Kotler
Title: CEO


By: 
Name: Mark C. King
Title: CFO

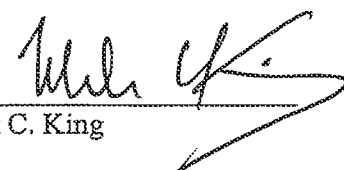
GPM 5, LLC

By: 
Name: Arie Kotler
Title: CEO

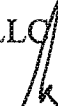
By: 
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Title: CFO

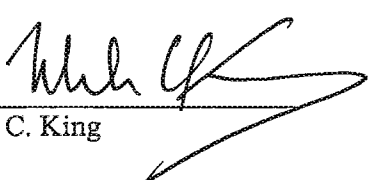
GPM 6, LLC

By: 
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Name: Mark C. King
Title: CFO

GPM 8, LLC

By: 
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Title: CEO

By: 
Name: Mark C. King
Title: CFO

GPM 9, LLC

By:  _____

Name: Arie Kotler

Title: CEO

By:  _____

Name: Mark C. King

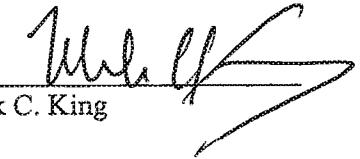
Title: CFO

GPM SOUTHEAST, LLC

By:  _____

Name: Arie Kotler

Title: CEO

By:  _____

Name: Mark C. King


Title: CFO

GPM TRANSPORTATION, LLC

By:  _____

Name: Arie Kotler

Title: CEO

By:  _____

Name: Mark C. King

Title: CFO

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *Virginia* : SS
COUNTY OF *Richmond* :
City

On this *31* of ~~August~~ ^{July}, 2013, before me personally appeared *Arie Kotten & Mark C. King*, to me known and being duly sworn, deposes and says that ~~he is~~ ^{they are} authorized to sign on behalf of GPM Investments, LLC, a Delaware limited liability company, GPM1, LLC, a Delaware limited liability company, GPM2, LLC, a Delaware limited liability company, GPM3, LLC, a Delaware limited liability company, GPM4, LLC, a Delaware limited liability company, GPM5, LLC, a Delaware limited liability company, GPM6, LLC, a Delaware limited liability company, GPM8, LLC, a Delaware limited liability company, GPM9, LLC, a Delaware limited liability company, GPM Southeast, LLC, a Delaware limited liability company and GPM Transportation, LLC, a Delaware limited liability company; that ~~he~~ ^{they} signed the Power of Attorney pursuant to the authority vested in ~~him~~ ^{them} by law; that the within Power of Attorney is the voluntary act of such company; and ~~he~~ ^{they} desires the same to be recorded as such.

Katherine Marion Besley

Notary Public

My Commission Expires *August 31, 2014*

