

1. Additional names of conveying parties:

TA Operating LLC

Citizenship: DE

Execution Date: February 26, 2014

FIRST SUPPLEMENT TO EXHIBIT A
TO
AMENDED AND RESTATED
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

The following additional information is hereby added to Exhibit A to Amended and Restated Trademark Collateral Assignment and Security Agreement:

Trademark Registrations and Trademark Applications of Girkin Development, LLC

Jurisdiction	Mark	Serial No. Reg. No.	Filing Date Reg. Date	Status
United States	ODELUS	74329483	November 9, 1992	Renewed
		1814563	December 28, 1993	Expires 12/28/2023
United States	MINI MART	86105986	October 30, 2013	Application
Tennessee	CUPPAJOE	6085.2110	July 2007	Renewed
			July 3, 2007	Expires 7/3/2017
Tennessee	CUPPAJOE	6092.0491	July 2007	Renewed
			July 12, 2007	Expires 7/12/2017
Tennessee	MINI MIX	7297.2672	September 6, 2013	Registered
			September 6, 2013	Expires 9/6/18
Kentucky	CUPPAJOE	017944	July 2, 2007	Renewed
			July 19, 2007	Expires 7/19/17
Kentucky	CUPPAJOE	016659.01	July 2, 2007	Renewed
			July 19, 2007	Expires 7/19/17
Kentucky	MINI MIX	018311	September 10, 2013	Registered
			September 16, 2013	Expires 9/16/18

AMENDMENT NO. 1
TO
AMENDED AND RESTATED
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

AMENDMENT NO. 1 TO AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT made this 26th day of February, 2014 (this "Amendment"), by and among TA OPERATING LLC, a Delaware limited liability company ("Existing Debtor"), GIRKIN DEVELOPMENT, LLC, a Kentucky limited liability company ("Girkin") and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, in its capacity as agent ("Agent"), pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the financial institutions which are parties thereto as lenders (each individually, a "Lender" and collectively, "Lenders") and as otherwise provided therein. Existing Debtor, together with Girkin, shall hereinafter be referred to individually as a "Debtor" and collectively as "Debtors".

WITNESSETH:

WHEREAS, Agent, Lenders, TravelCenters of America LLC, a Delaware limited liability company ("TravelCenters"), TA Leasing LLC, a Delaware limited liability company ("TA Leasing") and Existing Debtor (together with TravelCenters and TA Leasing, individually each an "Existing Borrower" and collectively, "Existing Borrowers") have entered into financing arrangements pursuant to which Agent and Lenders may make loans and advances and provide other financial accommodations to Existing Borrowers as set forth in the Amended and Restated Loan and Security Agreement, dated October 25, 2011, by and among Agent, Lenders, Existing Borrowers, and certain affiliates of Existing Borrowers (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Amendment (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements");

WHEREAS, to secure the payment and performance of the Obligations, Existing Debtor executed and delivered to Agent the Amended and Restated Trademark Collateral Assignment and Security Agreement, dated October 25, 2011 (the "Trademark Security Agreement"), pursuant to which Existing Debtor granted to Agent a security interest in and to the Collateral (as defined in the Trademark Security Agreement);

WHEREAS, Agent, Debtors and certain affiliated companies are contemporaneously herewith entering into the Joinder Agreement, dated of even date herewith (the "Joinder Agreement"), pursuant to which, among other things, Girkin shall be added as a Borrower to the Loan Agreement and the other Financing Agreements;

WHEREAS, in accordance with the provisions of the Joinder Agreement, Debtors have agreed to enter into this Amendment;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtors hereby agree as follows:

I. Grant of Security Interest; Collateral Assignment.

(a) To secure payment and performance of all Obligations, Girkin hereby grants to Agent, for itself and the benefit of Secured Parties, a continuing security interest in, a lien upon, and a right of set off against, and hereby collaterally assigns to Agent, for itself and the benefit of Secured Parties, as security, all of the following personal property, and interests in personal property, of Girkin, whether now owned or hereafter acquired or existing, and wherever located (collectively, but excluding the items contained in Section 1(b) hereof, the "Girkin Collateral"): (i) all of Girkin's now existing or hereafter acquired right, title, and interest in and to: (A) all of Girkin's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademark registrations and trademark applications described in First Supplement to Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Girkin's use of any trademarks, trade names, trade styles and service marks, all terms and designs related thereto, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Girkin Trademarks"); and (B) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (ii) the goodwill of the business symbolized by each of the Girkin Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Girkin Trademarks; (iii) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Girkin Trademarks; (iv) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (v) the right to sue for past, present and future infringements thereof; (vi) all rights corresponding thereto throughout the world; and (vii) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Girkin against third parties for past or future infringement of the Girkin Trademarks.

(b) Notwithstanding anything to the contrary contained in Section 1(a) hereof, the types or items of Girkin Collateral shall not include (i) any Excluded Assets, (ii) any rights or interest in any contract, lease, permit, license, charter or license agreement covering real or personal property of Girkin, as such, if under the terms of such contract, lease, permit, license, charter or license agreement, or applicable law with respect thereto, the valid grant of a security interest or lien therein to Agent is prohibited and such prohibition has not been or is not waived or the consent of the other party to such contract, lease, permit, license, charter or license agreement has not been or is not otherwise obtained; provided, that, the foregoing exclusion shall in no way be construed (A) to apply if any such prohibition is unenforceable under the UCC or other applicable law or (B) so as to limit, impair or otherwise affect Agent's unconditional

continuing security interests in and liens upon any rights or interests of Girkin in or to monies due or to become due under such contract, lease, permit, license, charter or license agreement (including any Receivables), or (iii) any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability, or result in the abandonment, voiding or cancellation, of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. § 1051 (c) or (d) (or any successor provisions), such intent-to-use trademark application shall be considered Girkin Collateral hereunder.

2. Amendments to Definitions; Exhibits.

(a) The following definitions in the Trademark Security Agreement are hereby amended as follows:

(i) The definition of Debtor and Debtors is hereby amended to include, in addition and not by way of limitation, Girkin, and its successors and assigns.

(ii) The definition of Trademarks is hereby amended to include, in addition and not by way of limitation, the Girkin Trademarks.

(iii) The definition of Collateral is hereby amended to include, in addition and not by way of limitation, the Girkin Collateral.

(iv) The definition of Borrowers is hereby amended to include, in addition and not by way of limitation, Girkin, and its successors and assigns.

(v) Exhibit A to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the information set forth on the First Supplement to such Exhibit attached hereto.

(b) For purposes of this Amendment, unless otherwise defined herein, all capitalized terms used herein which are defined in the Loan Agreement shall have the meaning given to such terms in the Loan Agreement.

3. Amendment to Notice Address. Section 7(a) of the Trademark Security Agreement is hereby amended by replacing the notice address of Agent with the following:

“Wells Fargo Capital Finance, LLC
10 South Wacker Drive
Chicago, Illinois 60606-4202
Attention: Portfolio Manager
Telecopy No.: (312) 332-0424”

4. Special Powers of Attorney. Girkin shall, concurrently with the execution and delivery of this Amendment, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of First Supplement to Exhibit B annexed hereto and made a part hereof.

5. Acknowledgment. Girkin hereby expressly (a) agrees to perform, comply with and be bound by all terms, conditions and covenants of the Trademark Security Agreement, with the same force and effect as if Girkin had originally executed and been an original Debtor signatory to the Trademark Security Agreement, (b) is deemed to make as to itself, and is in all respects bound by, all representations and warranties made by Debtors to Agent and Lenders set forth in the Trademark Security Agreement, and (c) agrees that Agent, for itself and the benefit of Secured Parties, shall have all rights, remedies and interests, including security interests in and liens upon the Collateral granted to Agent pursuant to Section 1 hereof, under and pursuant to the Trademark Security Agreement, with respect to Girkin and its properties and assets with the same force and effect as Agent, for itself and the benefit of Secured Parties, has with respect to Debtors and their respective assets and properties, as if Girkin had originally executed and had been an original Debtor signatory to the Trademark Security Agreement.

6. Further Assurances. Debtors shall execute and deliver such additional documents and take such additional actions as may be reasonably requested by Pledgee to effectuate the provisions and purposes of this Amendment.

7. Governing Law. The rights and obligations hereunder of each of the parties hereto shall be governed by and interpreted and determined in accordance with the internal laws of the State of New York (without giving effect to principles of conflict of laws).

8. Binding Effect. This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.


9. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, as amended by the Joinder Agreement, the term or provision of the Loan Agreement, as amended by the Joinder Agreement, shall control.

10. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall have the same force and effect as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart of this Amendment, but the failure to do so shall not affect the validity, enforceability, and binding effect of this Amendment.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Debtor and Agent have executed this Amendment as of the day and year first above written.

TA OPERATING LLC

By: 
Name: _____
Title: Mark R. Young
Executive Vice President
and General Counsel

GIRKIN DEVELOPMENT, LLC

By: 
Name: _____
Title: Mark R. Young
Executive Vice President
and General Counsel

WELLS FARGO CAPITAL FINANCE, LLC,
as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each Debtor and Agent have executed this Amendment as of the day and year first above written.

TA OPERATING LLC

By: _____
Name:
Title:

GIRKIN DEVELOPMENT, LLC

By: _____
Name:
Title:

WELLS FARGO CAPITAL FINANCE, LLC,
as Agent

By: Laura L. Wheelard
Name: Laura Wheelard
Title: Vice President

Dated: February __, 2014

GIRKIN DEVELOPMENT, LLC

By: _____

Name:

Title:

