

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298829

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		06/04/2013	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: 1			
Property Type	Number	Word Mark	
Serial Number:	76714633	CAROLINA PETRO	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6785532100		
Email:	atltrademark@gtlaw.com		
Correspondent Name:	Joel R. Feldman and Kristen L. Fancher		
Address Line 1:	3333 Piedmont Rd, NE Suite 2500		
Address Line 4:	Atlanta, GEORGIA 30305		
ATTORNEY DOCKET NUMBER:	140344.020000		
NAME OF SUBMITTER:	Joel R. Feldman, Esq.		
SIGNATURE:	/jrf/		
DATE SIGNED:	03/21/2014		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made effective as of the Closing Date (the "Effective Date") by and between Worsley Operating Corporation (the "Assignor"), in favor of GPM Southeast, LLC ("Assignee").

WHEREAS, the Assignor is the owner of the trademark set forth on Exhibit A attached hereto (the "Assigned Trademark"), that is part of the Company Intellectual Property.

WHEREAS, the Assignor and Assignee are parties to that certain Asset Purchase Agreement dated June 4, 2013 (the "Purchase Agreement"), pursuant to which Assignor agreed to sell and assign to Assignee, among other assets, all Company Intellectual Property, including the Assigned Trademark and all other Intellectual Property related to or used in connection with the Business, but excluding any and all 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 Trademark, including any and all goodwill associated therewith, the application identified on Exhibit A, and the right to sue for and the remedies resulting from past, present and future infringement of the Assigned Trademark.
2. To the extent applicable, authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to issue or transfer the Assigned Trademark 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 Trademark 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 Trademark 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 Trademark, 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.

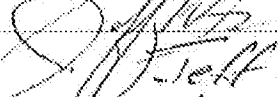
Governing Law. All matters relating to or arising out of this Assignment will be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice of Law or conflict of Law rules or provisions (whether of the State of Delaware or any other jurisdiction)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

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

Worsley Operating Corporation

By: 
Name: Jeffrey Worsley
Title: Chairman & CEO

ASSIGNEE:

GPM Southeast, LLC


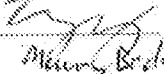
By: 
Name: Mary Bode
Title: CEO

Anthony Brantley

EXHIBIT A

Assigned Trademark

- CAROLINA PETRO (App. No. 76/714,633)

ATL 19433145v1