

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM303723

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MAPCO EXPRESS, INC.		05/06/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank, as Administrative Agent
Street Address:	Fifth Third Center, 38 Fountain Square Plaza
Internal Address:	MD109047
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4386371	MY REWARD\$
Serial Number:	85594943	MY REWARD\$
Serial Number:	85679340	CHICORY'S
Serial Number:	85679256	CHICORY'S
Serial Number:	86234967	GOOD LIVIN'

CORRESPONDENCE DATA

Fax Number: 3125774688
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (312)577-8416
Email: carole.dobbins@kattenlaw.com
Correspondent Name: Carole Dobbins c/o Katten Muchin
Address Line 1: 525 W. Monroe St.
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Carole Dobbins
SIGNATURE:	/Carole Dobbins/
DATE SIGNED:	05/06/2014

Total Attachments: 3
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ASSIGNMENT FOR SECURITY
(TRADEMARKS)

(the "Assignment")

May 6, 2014

WHEREAS, MAPCO EXPRESS, INC., a Delaware corporation ("Assignor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, for which United States registrations and applications for registration are subsisting as indicated on Schedule 1A (such marks, applications and registrations, collectively, the "Trademarks");

WHEREAS, Assignor entered into (i) that certain Third Amended and Restated Credit Agreement dated as of May 6, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with, among others, FIFTH THIRD BANK, as Administrative Agent for a syndicate of lenders ("Fifth Third"), and (ii) that certain Amended and Restated Guaranty and Collateral Agreement, dated as of December 23, 2010, as amended and restated by that certain Second Amended and Restated Guaranty and Collateral Agreement dated as of May 6, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), with, among others, Fifth Third to secure its Obligations under the Credit Agreement;

WHEREAS, pursuant to the Security Agreement, the Assignor assigned to Fifth Third and granted to Fifth Third a security interest and mortgage in all right, title and interest of the Assignor in, to and under the Trademarks together with the goodwill of the business symbolized by the Trademarks, and the registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action that may exist by reason of violation thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement).


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby convey, sell, assign, transfer and set over unto Assignee and grants to Assignee a security interest and mortgage in the Collateral to secure the prompt payment, performance and observance of the Obligations.

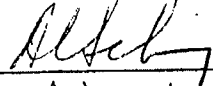
Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.

*[Remainder of Page Intentionally Left Blank;
Signature Pages Follow]*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officers thereunto duly authorized as of the date first set forth above.

MAPCO EXPRESS, INC.

By: 
Name: Danny C. Norris
Title: VP and Chief Accounting Officer

By: 
Name: Andrew L. Schwarcz
Title: VP and Assistant Secretary

SCHEDULE 1A

(TRADEMARKS AND TRADEMARK APPLICATIONS)

<u>Title</u>	<u>Application/Registration No.</u>
MY REWARDS	4386371
MY REWARDS	85594943
CHICORY'S	85679340
CHICORY'S	85679256
GOOD LIVIN'	86234967