

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335296

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION		03/16/2015	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	THE PANTRY, INC.
Street Address:	305 Gregson Drive
City:	Cary
State/Country:	NORTH CAROLINA
Postal Code:	27511
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	2683350	AUNT M'S
Registration Number:	3943686	BEAN STREET COFFEE
Registration Number:	2348885	BEAN STREET COFFEE COMPANY
Registration Number:	1331174	BIG CHILL
Registration Number:	2730524	CELESTE
Registration Number:	2897851	CELESTE
Registration Number:	3244834	CELESTE E
Registration Number:	3083324	CELESTE STARS
Registration Number:	3305909	COWBOYS
Registration Number:	1219408	FAST LANE
Registration Number:	1213614	FOOD CHIEF
Registration Number:	3201508	GOLDEN GALLON
Registration Number:	1186208	GOLDEN GALLON
Registration Number:	3607218	GRILL DEPOT
Registration Number:	1875705	HANDY WAY
Serial Number:	85608927	HOUSE OF KOLD
Registration Number:	2318479	K
Serial Number:	85024262	K
Registration Number:	3123383	K KANGAROO EXPRESS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3123385	K KANGAROO
Registration Number:	3244998	KANGAROO EXPRESS
Registration Number:	3244999	K KANGAROO EXPRESS
Registration Number:	1354632	KANGAROO
Registration Number:	1365016	LIL' CHAMP FOOD STORE
Registration Number:	1199163	ME MARKET EXPRESS
Registration Number:	1462247	PETRO EXPRESS
Registration Number:	3123104	COWBOYS
Registration Number:	3363564	RAPID FUEL
Registration Number:	3085855	RED CELESTE
Registration Number:	3305740	ROO JUICE
Registration Number:	3323639	ROO JUICE
Registration Number:	4144090	SALUTE OUR TROOPS
Registration Number:	3066461	SPORT CELESTE
Registration Number:	3038822	THE CHILL ZONE
Registration Number:	1167513	THE PANTRY
Registration Number:	1557345	THE PANTRY
Registration Number:	2237356	THE ROO
Registration Number:	3974669	WASHAROO
Registration Number:	3372564	WASHAROO CAR WASH
Registration Number:	4027037	WE BREW IT. YOU DO IT.
Registration Number:	3471345	WORTH
Registration Number:	1372925	WORTH
Registration Number:	3609709	WORTH

CORRESPONDENCE DATA

Fax Number: 7045032622

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 704 503 2600

Email: vbantug@kslaw.com

Correspondent Name: KING & SPALDING

Address Line 1: 100 N TRYON STREET

Address Line 2: SUITE 3900

Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 18464.015106

NAME OF SUBMITTER: Vicky R. Bantug

SIGNATURE: /Vicky R. Bantug/

DATE SIGNED: 03/17/2015

Total Attachments: 7

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TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of March 16, 2015 (this "Termination"), is made by WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent for the Secured Parties (in such capacity, the "Agent"), in favor of THE PANTRY, INC. (the "Grantor"). Unless otherwise defined herein, capitalized terms defined in the Credit Agreement or the Security Agreement referred to below and used herein have the meanings given to them in the Credit Agreement or the Security Agreement, respectively.

WHEREAS, pursuant to the terms of that certain Credit Agreement, dated as of August 3, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, as borrower, the guarantors party thereto from time to time (the "Guarantors"), the financial institutions party thereto from time to time as lenders (collectively, the "Lenders") and the Agent, the Lenders provided a credit facility to the Grantor;

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of August 3, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other Obligor party thereto and the Agent, to secure the prompt payment and performance of all Credit Party Obligations, the Grantor granted to the Agent a continuing security interest and continuing lien on the Trademark Collateral (as defined below);

WHEREAS, the Grantor, pursuant to the Notice of Security Interest in Trademarks, dated as of August 3, 2012, by and among the Agent and the Grantor granted to the Agent for the benefit of the Secured Parties a continuing security interest in and continuing lien on all of Grantor's right, title and interest in and to the following to the extent the following constitutes Collateral of the Grantor, in each case whether then owned or thereafter acquired or arising, and wherever located (the "Trademark Collateral"): the trademarks, trademark licenses and trademark applications on Schedule I hereto;

WHEREAS, the Notice of Security Interest in Trademarks was recorded at the United States Patent and Trademark Office on August 3, 2012 at Reel 4835, Frame No. 0591; and

WHEREAS, the Agent has agreed to terminate and release its security interest in all of such Trademark Collateral (including, without limitation, the Trademark Collateral identified on Schedule I attached hereto).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Release of Lien. The Agent hereby terminates the Notice of Security Interest in Trademarks and hereby terminates, cancels and releases any and all mortgages, liens, and security interests that is has in, to and under the Trademark Collateral.

2. Authorization to Record. The Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Termination.
3. Further Assurances. The Agent shall take all further actions, and provide to the Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Termination, all at the sole expense of the Grantor.
4. Governing Law. This Termination shall be governed by, and construed and enforced in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, the Agent has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent



By: Caroline Boyd Olzinski
Name: Caroline Boyd Olzinski
Title: Vice President








Schedule 1


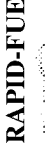






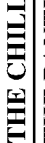


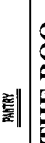



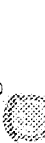

INTELLECTUAL PROPERTY


THE PANTRY, INC.

Trademark and Service Mark Summary
July 10, 2012

<i>Mark</i>	<i>Country/State</i>	<i>Owner</i>	<i>Appl. No.</i>	<i>Appl. Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Class(es)</i>	<i>Due Dates</i>
AUNT M'S & Design 	United States	The Pantry, Inc.	76/395,711	04/15/2002	2,683,350	02/04/2003	43	02/04/2013 Renewal
BEAN STREET COFFEE	United States	The Pantry, Inc.	85/099,859	08/04/2010	3,943,686	04/12/2011	30	04/12/2017 Affidavit of Use 04/12/2021 Renewal
BEAN STREET COFFEE COMPANY	United States	The Pantry, Inc.	74/711,867	08/07/1995	2,348,885	05/09/2000	42	05/09/2020 Renewal
BIG CHILL	United States	The Pantry, Inc.	73/484,225	06/08/1984	1,331,174	04/16/1985	32	04/16/2015 Renewal
CELESTE	United States	The Pantry, Inc.	76/389,324	03/28/2002	2,730,524	06/24/2003	32	06/24/2013 Renewal
CELESTE	United States	The Pantry, Inc.	76/493,760	02/28/2003	2,897,851	10/26/2004	32	10/26/2014 Renewal
CELESTE E	United States	The Pantry, Inc.	78/933,530	07/20/2006	3,244,834	05/22/2007	32	05/22/2013 Affidavit of Use 05/22/2017 Renewal
CELESTE STARS & Design 	United States	The Pantry, Inc.	76/612,139	09/16/2004	3,083,324	04/18/2006	30	04/18/2016 Renewal
COWBOYS & Design 	United States	The Pantry, Inc.	78/629,635	05/13/2005	3,123,104	08/01/2006	35	08/01/2012 Affidavit of Use 08/01/2016 Renewal
COWBOYS & Design with Desert Background 	United States	The Pantry, Inc.	77/076,140	01/04/2007	3,305,909	10/09/2007	29	10/09/2013 Affidavit of Use 10/09/2017 Renewal
ETNA & Design 	North Carolina	The Pantry, Inc.	N/A		T-19505	07/16/2008	101	07/16/2013 Affidavit Due 07/16/2018 Renewal
FAST LANE 	United States	The Pantry, Inc.	73/340,641	12/08/1981	1,219,408	12/07/1982	37, 42	12/07/2022 Renewal

Mark	Country/State	Owner	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Class(es)	Due Dates
FOOD CHIEF	United States	The Pantry, Inc.	73/311,142	05/19/1981	1,213,614	10/19/1982	42	10/19/2012 Renewal
GOLDEN GALLON	United States	The Pantry, Inc.	78/831,897	03/08/2006	3,201,508	01/23/2007	29	01/23/2017 Renewal
GOLDEN GALLON	United States	The Pantry, Inc.	73/256,160	03/31/1980	1,186,208	01/12/1982	42	01/12/2022 Renewal
GRILL DEPOT	United States	The Pantry, Inc.	77/401,065	02/20/2008	3,607,218	04/14/2009	35	04/14/2015 Affidavit of Use 04/14/2019 Renewal
HANDY WAY & Design 	United States	The Pantry, Inc.	74/477,291	01/10/1994	1,875,705	01/24/1995	42	01/24/2015 Renewal
HOUSE OF KOLD	United States	The Pantry, Inc.	85/608,927	04/26/2012			35	
K & Design 	United States	The Pantry, Inc.	75/568,384	10/09/1998	2,318,479	02/15/2000	35	02/15/2020 Renewal
K & Jumping Kangaroo Design 	United States	The Pantry, Inc.	85/024,262	04/27/2010			29, 30, 32, 35	06/05/2013 Statement of Use or Extension of Time
K KANGAROO EXPRESS **	United States	The Pantry, Inc.	78/683,733	08/02/2005	3,123,383	08/01/2006		
K KANGAROO & Design (in square) 	United States	The Pantry, Inc.	78/683,806	08/02/2005	3,123,385	08/01/2006	01, 04	08/01/2016 Renewal
K KANGAROO EXPRESS & Design (in rectangle) 	United States	The Pantry, Inc.	78/950,403	08/11/2006	3,244,998	05/22/2007	35	05/22/2013 Affidavit of Use 05/22/2017 Renewal
K KANGAROO EXPRESS & Design (in square) 	United States	The Pantry, Inc.	78/950,510	08/11/2006	3,244,999	05/22/2007	35	05/22/2013 Affidavit of Use 05/22/2017 Renewal
KANGAROO	United States	The Pantry, Inc.	73/448,632	10/19/1983	1,354,632	08/13/1985	37, 42	08/13/2015 Renewal
LIL' CHAMP FOOD STORE & Design 	United States	The Pantry, Inc.	73/531,975	04/12/1985	1,365,016	10/08/1985	42	10/08/2015 Renewal
ME MARKET EXPRESS **	United States	The Pantry, Inc.	73/322,790	08/10/1981	1,199,163	06/22/1982		
PETRO EXPRESS	United States	The Pantry, Inc.	73/626,943	10/27/1986	1,462,247	10/20/1987	37, 42	10/20/2017 Renewal

Mark	Country/State	Owner	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Class(es)	Due Dates
 QUICK STOP & Design	North Carolina	The Pantry, Inc.	N/A		T-19567	07/16/2008	101	07/16/2013 Affidavit Due 07/16/2018 Renewal
 RAPID-FUEL & Design	United States	The Pantry, Inc.	78/835,578	03/13/2006	3,363,564	01/01/2008	36	01/01/2014 Affidavit of Use 01/01/2018 Renewal
 RED CELESTE **	United States	The Pantry, Inc.	76/544,455	09/03/2003	3,085,855	04/25/2006		
 ROO JUICE	United States	The Pantry, Inc.	77/067,334	12/19/2006	3,305,740	10/09/2007	32	10/09/2013 Affidavit of Use 10/09/2017 Renewal
 ROO JUICE & Design	United States	The Pantry, Inc.	77/119,951	03/01/2007	3,323,639	10/30/2007	32	10/30/2013 Affidavit of Use 10/30/2017 Renewal
 SALUTE OUR TROOPS & Design	United States	The Pantry, Inc.	85/289,832	04/08/2011	4,144,090	05/15/2012	36	05/15/2018 Affidavit of Use 05/15/2022 Renewal
 SMOKERS EXPRESS	Florida	The Pantry, Inc.	N/A		T98,000,001,423	12/21/1998	35	12/21/2013 Renewal
 SPORT CELESTE **	United States	The Pantry, Inc.	76/612,140	09/16/2004	3,066,461	03/07/2006		
 THE CHILL ZONE	United States	The Pantry, Inc.	76/448,056	09/09/2002	3,038,822	01/10/2006	35	01/10/2016 Renewal
 THE PANTRY	United States	The Pantry, Inc.	73/117,915	03/04/1977	1,167,513	09/01/1981	42	09/01/2021 Renewal
 THE PANTRY & Design	United States	The Pantry, Inc.	73/761,980	11/04/1988	1,557,345	09/19/1989	42	09/19/2019 Renewal
 THE ROO	United States	The Pantry, Inc.	75/229,614	01/22/1997	2,237,356	04/06/1999	35	04/06/2019 Renewal
 WASHAROO	United States	The Pantry, Inc.	85/162,753	10/27/2010	3,974,669	06/07/2011	37	06/07/2017 Affidavit of Use 06/07/2021 Renewal
 WASHAROO CAR WASH & Design	United States	The Pantry, Inc.	77/188,298	05/23/2007	3,372,564	01/22/2008	37	01/22/2014 Affidavit of Use 01/22/2018 Renewal
 WE BREW IT. YOU DO IT.	United States	The Pantry, Inc.	85/120,018	08/31/2010	4,027,037	09/13/2011	35, 43	09/13/2017 Affidavit of Use 09/13/2021 Renewal
 WORTH	United States	The Pantry, Inc.	77/342,130	12/03/2007	3,471,345	07/22/2008	34	07/22/2014 Affidavit of Use 07/22/2018 Renewal
 WORTH & Design	United States	The Pantry, Inc.	73/536,943	05/10/1985	1,372,925	11/26/1985	34	11/26/2015 Renewal

<i>Mark</i>	<i>Country/State</i>	<i>Owner</i>	<i>Appl. No.</i>	<i>Appl. Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Class(es)</i>	<i>Due Dates</i>
WORTH & New Design 	United States	The Pantry, Inc.	77/342,162	12/03/2007	3,609,709	04/21/2009	34	04/21/2015 Affidavit of Use 04/21/2019 Renewal

** Indicates that the Borrower is no longer renewing the mark because it is no longer used or useful or otherwise material in or to the Borrower's business.