

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336013

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CST Brands, Inc.		02/27/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1700 Lincoln Street, 3rd Floor		
Internal Address:	MAC C7300-033		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80203		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4668215	CST	
Registration Number:	4668216	CST	
Registration Number:	4668214	CST BRANDS	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>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.</i>			
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	049275-0026		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	03/24/2015		
Total Attachments: 10			

OP \$90.00 4668215

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 27, 2015 (this "Agreement"), is made by each of the signatories hereto indicated as a Grantor (each a "Grantor" and collectively, the "Grantors") in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the "Agent").

WHEREAS, in connection with that certain Credit Agreement dated as of March 20, 2013, among CST BRANDS, INC., a Delaware corporation, the Lenders and the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), each Grantor has entered into that certain Guarantee and Collateral Agreement dated as of May 1, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), pursuant to which each Grantor has assigned, transferred and granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

WHEREAS, each Grantor is required, pursuant to the Guarantee and Collateral Agreement, to execute and this Agreement in order to record the security interest in the Trademark Collateral granted to the Agent, for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Guarantee and Collateral Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, wherever located and, in each case, now directly owned or at any time hereafter directly acquired and owned by such Grantor or in which such Grantor now has or at any time in the future directly acquires and holds any right, title or interest (collectively, the "Trademark Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

- (a) All domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet Domain Names and other indicia of origin or source identification, whether registered or unregistered, and with respect to any and all of the foregoing, and all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto (collectively, the "Trademarks");

(b) all agreements, licenses and covenants providing for the grant to or from the Grantor of any right in or to any Trademark or otherwise providing for or permitting co-existence with respect to a Trademark (including, without limitation, those listed on Schedule A attached hereto; and

(c) in the case of clauses (a) and (b), (i) all extensions, renewals, and restorations thereof, (ii) all rights to sue or otherwise recover for any past, present and future infringement, dilution or other violation or impairment thereof, (iii) all Proceeds therefrom, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto and (iv) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, or the security interest granted under Section 2.1 hereof attach to, any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).

SECTION 5. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic imaging means), and all of said counterparts taken together shall be deemed to constitute one and the

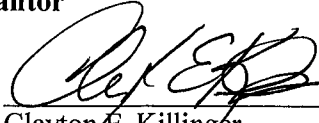
same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission (e.g. "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart hereof.

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

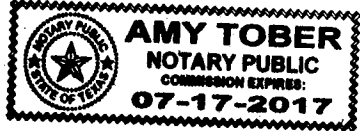
GRANTORS

CST Brands, Inc.
as Grantor

By: 
Clayton E. Killinger
Senior Vice President and Chief Financial
Officer

STATE OF Texas)
) ss.
COUNTY OF Bexar)

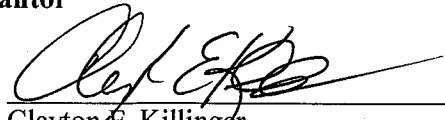
On this 26th day of February, 2015 before me personally appeared Clayton E. Killinger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing Trademark Security Agreement on behalf of CST Brands, Inc. who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.




Notary Public

CST Services LLC
as Grantor

By: _____



Clayton E. Killinger
Senior Vice President and Chief Financial
Officer

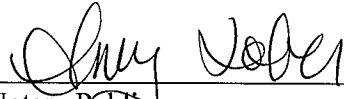
STATE OF Texas)

COUNTY OF Bexar)

ss.

On this 26 day of February 2015 before me personally appeared Clayton E. Killinger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing Trademark Security Agreement on behalf of CST Services LLC who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said company.

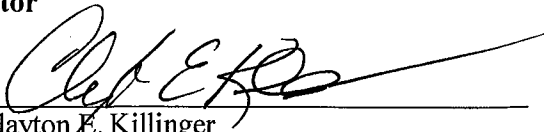




Notary Public

CAPL Operations I, LLC
as Grantor

By:



Clayton E. Killinger
Senior Vice President and Chief Financial
Officer

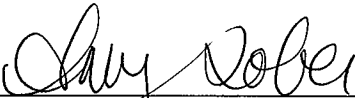
STATE OF Texas)

COUNTY OF Bexar)

ss.

On this 26 day of February, 2015, before me personally appeared Clayton E. Killinger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing Trademark Security Agreement on behalf of CAPL Operations I, LLC who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Manager and that he acknowledged said instrument to be the free act and deed of said company.





Notary Public

Accepted and Agreed:
WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent

By: Nathan R. Routala
Name: Nathan R. Routala
Title: Director

TRADEMARK

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owning Entity	Mark	Serial No.	Filing Date	Registration No.	Registration Date
CST Brands, Inc.	CST (word and design)	85917878	4/29/13	4668215	1/6/15
CST Brands, Inc.	CST (words only)	85917902	4/29/13	4668216	1/6/15
CST Brands, Inc.	CST Brands	85917830	4/29/13	4668214	1/6/15
CST Services LLC	Fresh Choices	86238439	4/1/14	4624977	10/21/14
CST Services LLC	Fresh Choices	86238437	4/1/14	4605594	9/16/14
CST Services LLC	Fresh Choices	86238436	4/1/14	4605593	9/16/14
CST Services LLC	Cibolo Mountain (words and design)	86346149	7/23/14		
CST Services LLC	Corner Store Country Run Down-Home Family Fun	86497378	1/7/15		
CST Services LLC	Corner Store Country Run Down-Home Family Fun (words and design)	86497866	1/7/15		
CST Services LLC	Delight More Customers Every Day	86389458	9/9/14		
CST Services LLC	FC (words and design)	86346145	7/23/14		
CST Services LLC	FC	86346148	7/23/14		
CST Services LLC	FC Sparkle (words and design)	86513166*	1/23/15		
CST Services LLC	Fresh Choices (words and design)	85757936	10/18/12	4357570	6/25/13
CST Services LLC	Making Whoopie Pies (words and design)	86389064	2/2/14		
CST Services LLC	Making Whoopie Pies (words and design)	86501295	1/12/15		
CST Services LLC	Pipeline Commercial (words and design)	86187422*	2/7/14		

* An "intent-to-use" application.

CST Services LLC	Pipeline Commercial (words and design)	86187424*	2/7/14		
CST Services LLC	Puff Pie Stuffed & Savory (words and design)	86389061	9/9/14		
CST Services LLC	Fresh Choices Taco Rollo's (words and design)	86389060	9/9/14		
CST Services LLC	Halfy Hour	86496665	1/6/15		
CST Services LLC	Get Hatched!	86501229	1/12/15		
CAPL Operations I, LLC	Nice N Easy Grocery Shoppe (with original Logo)			1341695	6/11/85
CAPL Operations I, LLC	Nice N Easy Grocery Shoppe			3129600	8/15/06
CAPL Operations I, LLC	Nice N Easy Shoppes			3126824	8/8/06
CAPL Operations I, LLC	Easy Street Eatery			3362294	1/1/08
CAPL Operations I, LLC	Easy Street Eatery (with Logo)			3334514	11/13/07
CAPL Operations I, LLC	Chillville			3517712	10/14/08
CAPL Operations I, LLC	Nice N Easy Grocery Shoppe (with original Logo)			S20237	11/6/97
CAPL Operations I, LLC	Nice N Easy Shoppe			S20265	5/11/98
CAPL Operations I, LLC	Mama Mia's Classic Pizza			S20266	5/11/98
CAPL Operations I, LLC	Nice N Easy Shoppe			S20267	5/11/98
CAPL Operations I, LLC	Nice N Easy Grocery Shoppe			S20236	11/3/97
CAPL Operations I, LLC	Nice N Easy Grocery Shoppe (with updated Logo)			S19675	6/21/06
CAPL Operations I, LLC	Easy Street Eatery (with Logo)			S19652	6/21/06

* An "intent-to-use" application.

TRADEMARK LICENSES

Description of Trademark License	Name of Licensor	Registration Number of underlying Trademark
None		