

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341448

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pacific Convenience & Fuels, LLC		05/13/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Convenience Retailers LLC		
Street Address:	7180 Koll Center Parkway		
Internal Address:	Suite 100		
City:	Pleasanton		
State/Country:	CALIFORNIA		
Postal Code:	94566		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4091418	MY GOODS	
Registration Number:	4662332	MY GOODS MARKET	
Registration Number:	4662333	MY GOODS MARKET	
CORRESPONDENCE DATA			
Fax Number:	2146614899		
<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:	214.953.6926		
Email:	daltmdept@bakerbotts.com		
Correspondent Name:	Elizabeth K. Stanley, Baker Botts, L.L.P		
Address Line 1:	2001 Ross Avenue		
Address Line 2:	Suite 600		
Address Line 4:	Dallas, TEXAS 75201-2980		
ATTORNEY DOCKET NUMBER:	079775.0122/0123/0TBA		
NAME OF SUBMITTER:	Elizabeth K. Stanley		
SIGNATURE:	/Elizabeth K. Stanley/		
DATE SIGNED:	05/15/2015		
Total Attachments: 7			

CH \$90.00 4091418

source=MY GOODS MARKET - Trademark Assignment#page1.tif
source=MY GOODS MARKET - Trademark Assignment#page2.tif
source=MY GOODS MARKET - Trademark Assignment#page3.tif
source=MY GOODS MARKET - Trademark Assignment#page4.tif
source=MY GOODS MARKET - Trademark Assignment#page5.tif
source=MY GOODS MARKET - Trademark Assignment#page6.tif
source=MY GOODS MARKET - Trademark Assignment#page7.tif

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment"), dated as of May 13, 2015, is by and between Pacific Convenience & Fuels, LLC, a Delaware limited liability company ("Assignor") and Convenience Retailers LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the Assigned Trademarks, as hereinafter defined;

WHEREAS, Assignor desires to assign and transfer the Assigned Trademarks to Assignee, and the Assignee desires to acquire all right, title and interest in and to the Assigned Trademarks, including, without limitation, any and all goodwill of the business associated with the use of, and symbolized by, the trademarks, and all claims for damages by reason of past infringement thereof, and the parties wish to effect such acquisition and record it in the Patent and Trademark Office.

NOW, THEREFORE, in consideration of the sum of US\$10 (ten US Dollars) and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Effective as of the date hereof, Assignor transfers, conveys, assigns, grants and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademarks and trademark applications set forth in Schedule A hereto, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the trademarks; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including, without limitation, the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (collectively, the "Assigned Trademarks").
2. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns.
3. Governing Law. This Assignment shall be governed by, and construed in accordance with (a) the laws of the United States, in respect of trademark issues, and (b) in all other respects, including, without limitation, as to validity (except for patent, trademark and copyright issues), interpretation and effect, the laws of the State of California, without giving effect to any conflicts of law rules thereof that would require the application of the laws of another jurisdiction.
4. Counterparts and Signature. This Assignment may be executed in one or more counterparts (including, without limitation, by facsimile or by an electronic scan delivered by electronic mail), each of which shall be deemed an original but all of which

together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party hereto and delivered to the other party, it being understood that each party need not sign the same counterpart. This Agreement may be executed by an electronic scan delivered by electronic mail. No party shall raise the use of a facsimile machine or electronic transmission to deliver a signature or the fact that any signature was transmitted or communicated through the use of a facsimile machine or electronic transmission as a defense to the formation of a contract and each party hereto forever waives any such defense.

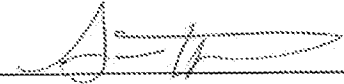
5. Incorporation of Schedule. The Schedule identified in this Assignment is incorporated herein by reference and made a part hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR

PACIFIC CONVENIENCE & FUELS, LLC

By: 

Name: Sam Hirbod

Its: President

STATE OF _____)
) ss.
 COUNTY OF _____)

Before me, the undersigned authority, on this _____ day of _____, 2015, personally appeared _____ known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignor.

Please see attached California Acknowledgment displays

 Notary Public

 (Signature of Notary)

 (Legibly Print or Stamp Name of Notary)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

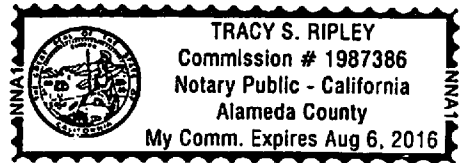
State of California
County of Alameda)

On May 14, 2015 before me, Tracy S. Ripley, Notary Public
(insert name and title of the officer)

personally appeared Sam Hirbod,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

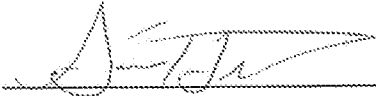
WITNESS my hand and official seal.



Signature Tracy S. Ripley (Seal)

ACCEPTED BY:

CONVENIENCE RETAILERS LLC

By: 

Name: Sam Hirbod

Its: President and Chief Executive Officer

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, the undersigned authority, on this _____ day of _____, 2015,
personally appeared _____ known to me as the person whose
name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the
same for the purposes and consideration therein expressed, in the capacity state, and with
authority to act in this assignment on behalf of the Assignee.

*Please see attached
California Acknowledgment
Multiple*

Notary Public

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

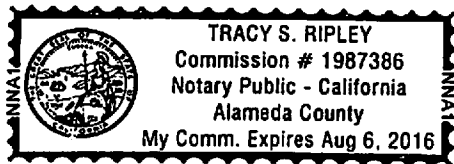
State of California
County of Alameda)

On May 14, 2015 before me, Tracy S. Ripley, Notary Public
(insert name and title of the officer)

personally appeared Sam Hirbod
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Tracy S. Ripley (Seal)

Schedule A – Assigned Trademarks

Trademark	Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Owner	Status
MY GOODS MARKET	United States of America	86204457	26-Feb-14	4662333	30-Dec-14	Pacific Convenience & Fuels, LLC	Registered
MY GOODS MARKET (Stylized)	United States of America	86204447	26-Feb-14	4662332	30-Dec-14	Pacific Convenience & Fuels, LLC	Registered
MY GOODS	United States of America	77816181	31-Aug-09	4091418	24-Jan-12	Pacific Convenience & Fuels, LLC	Registered