

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM343459

| | | | |
|---------------------------------------|-------------------|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| GPM WOC HOLDCO, LLC | | 06/03/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| WOC Southeast Holding Corp. | | 06/03/2015 | CORPORATION: DELAWARE |
| Colonial Pantry Holdings, LLC | | 06/03/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| LSF5 Cavalier Investments, LLC | | 06/03/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| Marsh Village Pantries, LLC | | 06/03/2015 | LIMITED LIABILITY COMPANY: INDIANA |
| Mundy Realty, LLC | | 06/03/2015 | LIMITED LIABILITY COMPANY: INDIANA |
| Next Door Group, LLC | | 06/03/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| Next Door Operations, LLC | | 06/03/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| Next Door RE Property, LLC | | 06/03/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| Palm Food Stores, LLC | | 06/03/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| Pantry Property, LLC | | 06/03/2015 | LIMITED LIABILITY COMPANY: INDIANA |
| Village Pantries Merger Sub, LLC | | 06/03/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| Village Pantry Specialty Holding, LLC | | 06/03/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| Village Pantry, LLC | | 06/03/2015 | LIMITED LIABILITY COMPANY: INDIANA |
| Village Variety Store Operations, LLC | | 06/03/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| Virginia Oil Company, LLC | | 06/03/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| ViVa Pantry & Petro Operations, LLC | | 06/03/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| WOCSC, LLC | | 06/03/2015 | LIMITED LIABILITY COMPANY: SOUTH CAROLINA |
| Worsley Operating Company, LLC | | 06/03/2015 | LIMITED LIABILITY COMPANY: NORTH |
| TRADEMARK | | | |

CH \$340.00 73248301

| Name | Formerly | Execution Date | Entity Type |
|------|----------|----------------|-------------|
| | | | CAROLINA |

RECEIVING PARTY DATA

| | |
|--------------------------|-----------------------|
| Name: | GPM Holdings, Inc. |
| Street Address: | 65 East 55th Street |
| Internal Address: | 19th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10022 |
| Entity Type: | CORPORATION: DELAWARE |
| Name: | ARKO Holdings, Ltd. |
| Street Address: | 7 Sapir Street |
| Internal Address: | Floor 3 |
| City: | Herzliya |
| State/Country: | ISRAEL |
| Entity Type: | COMPANY: ISRAEL |

PROPERTY NUMBERS Total: 13

| Property Type | Number | Word Mark |
|-----------------------------|----------|-----------------------------|
| Serial Number: | 73248301 | VILLAGE PANTRY |
| Serial Number: | 73041939 | VILLAGE PANTRY |
| Serial Number: | 77495440 | VARIETY IS EVERYTHING |
| Serial Number: | 77889198 | BEAN BROTHERS |
| Serial Number: | 76530547 | VP. |
| Serial Number: | 73419369 | VILLAGE PANTRY |
| Serial Number: | 78702400 | VP VILLAGE PANTRY |
| Serial Number: | 72279402 | VILLAGE PANTRY |
| Serial Number: | 77922623 | THIRST STOP |
| Serial Number: | 74011670 | THANK\$ A LOTTERY |
| Serial Number: | 73762182 | MUG-A-LUG |
| Registration Number: | 4020003 | VPS CONVENIENCE STORE GROUP |
| Serial Number: | 73758183 | NEXT DOOR FOOD STORE |

CORRESPONDENCE DATA

Fax Number: 3026365454

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: 800-927-9801 x 62348

Email: jean.paterson@cscglobal.com

Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 656135

DOMESTIC REPRESENTATIVE

Name: Julius R. Schwartz, Esq.
Address Line 1: 160 Varick Street
Address Line 2: Second Floor
Address Line 4: New York, NEW YORK 10013

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 06/04/2015

Total Attachments: 10

source=6-4-15 GPM WOC Holdco-TM#page1.tif
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 3rd day of June, 2015 by **GPM WOC HOLDCO, LLC**, a Delaware limited liability company (the "Company") and each other Person identified on the signature pages hereof as a "grantor" (together with the Company, each a "Grantor" and collectively, the "Grantors"), in favor of ARKO HOLDINGS, LTD., an Israeli company and GPM HOLDINGS, INC., a Delaware corporation (each, together with any permitted transferee, collectively, the "Lender").

W I T N E S S E T H

WHEREAS, the Company has entered into those certain Secured Promissory Notes (collectively, the "Notes"), dated as of the date hereof, in favor of each Lender, pursuant to which the Lender has provided for the extension of credit to be made to the Company; and

WHEREAS, the Grantors and the Lender have entered into those certain Pledge and Security Agreements, each dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, collectively, the "Security Agreement"), pursuant to which the Grantors have granted to the Lender, a security interest in substantially all of the assets of the Grantors including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by the Grantors' trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by the Company to the Lender under the Notes;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized herein but not otherwise defined herein shall have the same meanings ascribed to them in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Notes, each Grantor hereby grants to the Lender, and hereby reaffirms its prior grant pursuant to the Security Agreement, of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and service mark, as well as associated trademark registrations or applications for registration listed on Schedule 1 annexed hereto (such trademarks and trademark applications and registrations, the "Trademarks"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by any Grantor against third parties for past, present or

future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks listed on Schedule I attached hereto constitute all trademarks registered, or subject to a pending application for registration, to the Grantors as of the date of this Agreement.

4. Covenants. To the extent prohibited under the Notes, each Grantor hereby agrees not to sell, license, grant any option, assign or further encumber its rights and interests in the Trademarks without prior written consent of the Lender.


5. Subordination. Notwithstanding anything to the contrary set forth herein, all rights and remedies of the Lender hereunder (including with respect to the right to receive payment and/or commence remedies against Grantors) are subject to the terms, conditions and restrictions set forth in the Subordination Agreement and the Intercreditor Agreements.

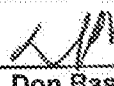
6. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

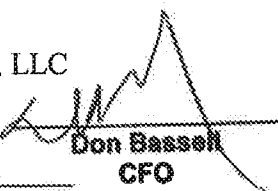
IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

GPM WOC HOLDCO, LLC
WOC SOUTHEAST HOLDING CORP.
VILLAGE PANTRIES MERGER SUB, LLC
VILLAGE PANTRY SPECIALTY HOLDINGS, LLC
MARSH VILLAGE PANTRIES, LLC
VILLAGE PANTRY, LLC
MUNDY REALTY, LLC
VIVA PANTRY & PETRO OPERATIONS, LLC
VILLAGE VARIETY STORE OPERATIONS, LLC
NEXT DOOR GROUP, LLC
PANTRY PROPERTY, LLC
NEXT DOOR RE PROPERTY, LLC
NEXT DOOR OPERATIONS, LLC
WORSLEY OPERATING COMPANY, LLC
LSF5 CAVALIER INVESTMENTS, LLC
WOCSC, LLC
PALM FOOD STORES, LLC
VIRGINIA OIL COMPANY, LLC

By: 
Name: Aric Koller
Title: CEO

By: 
Name: Don Bassell
Title: CFO

COLONIAL PANTRY HOLDINGS, LLC

By: 
Name: Don Bassell
Title: CFO

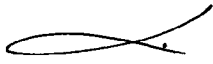
By: 
Name: Mary Bell
Title: General Counsel

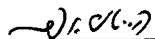
[SIGNATURE PAGES TO TRADEMARK SECURITY AGREEMENT]

LENDERS:

ACCEPTED AND AGREED
as of the date first written above:

ARKO HOLDINGS, LTD.

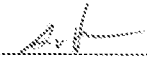
By: 
Name: YIFAT SALLET-SHALIT
Title: General Counsel

By: 
Name: EFRAAT HYBLUM-KLEIN
Title: CFO

[SIGNATURE PAGES TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first written above:

GPM HOLDINGS, INC.

By: 
Name: Avram Z. Friedman
Title: President

{SIGNATURE PAGES TO TRADEMARK SECURITY AGREEMENT}

SCHEDULE 1

TRADEMARK REGISTRATIONS

| TRADEMARK NAME | SERIAL # | OWNER | STATUS |
|---|----------------------------|-----------------------------------|---------------|
| VILLAGE PANTRY (Convenience Type Food Store) | File No. 5006- 980 (IN) | Village Pantry, LLC | Current |
| VILLAGE PANTRY (Retail Grocery Store Services) | 73/248,301 | Village Pantry, LLC | Current |
| VILLAGE PANTRY (Party Ice) | 73/041,939 | Village Pantry, LLC | Current |
| VARIETY IS EVERYTHING | 77/495,440 | Village Pantry, LLC | Current |
| BEAN BROTHERS | 77/889,198 | Village Pantry, LLC | Current |
| VP Stylized mark | 76/530,547 | Village Pantry, LLC | Current |
| VILLAGE PANTRY & DESIGN (triangle with boy & dog) | 73/419,369 | Village Pantry, LLC | Current |
| VP LOGO | 78/702,400 | Village Pantry, LLC | Current |
| VILLAGE PANTRY & DESIGN (triangle) | 72/279,402 | Village Pantry, LLC | Current |
| THIRST STOP | 77/922,623 | Village Pantry, LLC | Current |
| THANK\$ A LOTTERY | 74/11,670 | Village Pantry, LLC | Current |
| MUG-A-LUG | 73/762,182 | Village Pantry, LLC | Current |
| VPS CONVENIENCE STORE GROUP | 4,020,003 | Worsley Operating Company, LLC | Current |
| NEXT DOOR FOOD STORE | 73/758,183 | Next Door Operations, LLC | Current |

POWER OF ATTORNEY

Dated June 3, 2015

GPM WOC HOLDCO, LLC, a Delaware limited liability company (the “Company”) and each other Person identified on the signature pages hereof as a “grantor” (together with the Company, each a “Grantor” and collectively, the “Grantors”) hereby authorize **ARKO HOLDINGS, LTD.**, an Israeli company, **GPM HOLDINGS, INC.**, a Delaware corporation, and their respective successors and assigns, and any officer or agent thereof (collectively, the “Lender”), under those certain Secured Promissory Notes between the Company and each Lender dated June 1, 2015 (as the same may hereafter be amended, modified, restated or replaced from time to time, collectively, the “Notes”; terms defined in the Notes and not otherwise defined herein have, as used herein, the respective meanings provided for therein) and those certain Pledge and Security Agreements by the Grantors in favor of the Lender (as the same may hereafter be amended, modified, restated or replaced from time to time, collectively, the “Security Agreement”), following the occurrence and during the continuance of an Event of Default as the true and lawful attorney-in-fact of the Grantors, with the power to endorse the name of the Grantors on all applications, assignments, documents, papers and instruments necessary for the Lender to enforce and effectuate its rights under that certain Trademark Security Agreement between the Grantors and the Lender dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the “Trademark Security Agreement”), including, without limitation, the power to (a) record its interest in any Trademarks (as defined in the Trademark Security Agreement) or additional trademarks in the United States Patent and Trademark Office or other appropriate governmental office, (b) to execute on behalf of any Grantor a supplement to the Trademark Security Agreement, (c) to use the Trademarks in connection with exercising its rights and remedies under the Notes and the Security Agreement, including without limitation in connection with the sale of Inventory or Collateral, (d) to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or (e) to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else, in each case subject to the terms of the Trademark Security Agreement, the Security Agreement and the Notes. Nothing herein contained shall obligate the Lender to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Notes and the Trademark Security Agreement.

Each Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark Security Agreement, the Notes and the Security Agreement.

This Power of Attorney shall be irrevocable until all Obligations have been fully paid and satisfied in full in cash and the Notes has been terminated.

IN WITNESS WHEREOF, each Grantor has executed this Power of Attorney as of the date stated above.

GPM WOC HOLDCO, LLC
WOC SOUTHEAST HOLDING CORP.
VILLAGE PANTRIES MERGER SUB, LLC
VILLAGE PANTRY SPECIALTY HOLDINGS, LLC
MARSH VILLAGE PANTRIES, LLC
VILLAGE PANTRY, LLC
MUNDY REALTY, LLC
VIVA PANTRY & PETRO OPERATIONS, LLC
VILLAGE VARIETY STORE OPERATIONS, LLC
NEXT DOOR GROUP, LLC
PANTRY PROPERTY, LLC
NEXT DOOR RE PROPERTY, LLC
NEXT DOOR OPERATIONS, LLC
WORSLEY OPERATING COMPANY, LLC
LSF5 CAVALIER INVESTMENTS, LLC
WOCSC, LLC
PALM FOOD STORES, LLC
VIRGINIA OIL COMPANY, LLC

By: [Signature]
Name: Arie Koller
Title: CEO

By: [Signature]
Name: Don Bassell
Title: CFO

By: [Signature]
Name: Don Bassell
Title: CFO

By: [Signature]
Name: Murray, B. L.
Title: General Counsel

COMPANY ACKNOWLEDGMENT

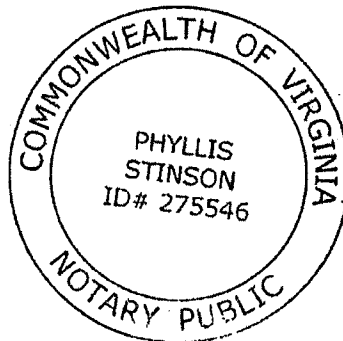
UNITED STATES OF AMERICA :
STATE OF Virginia : SS
COUNTY OF Henrico :

On this 3rd of June, 2015, before me personally appeared Art Koller,
and Don D-sell, to me known and each being duly sworn, deposes and says that he is
authorized to sign on behalf of GPM WOC HOLDCO, LLC, a Delaware limited liability company,
WOC Southeast Holding Corp., a Delaware limited liability corporation, Village Pantries Merger
Sub, LLC, a Delaware limited liability company, Village Pantry Specialty Holding, LLC, a
Delaware limited liability company, Marsh Village Pantries, LLC, a Delaware limited liability
company, Village Pantry, LLC, a Delaware limited liability company, Mundy Realty, LLC, a
Delaware limited liability company, ViVa Pantry & Petro Operations, LLC, a Delaware limited
liability company, Village Variety Store Operations, LLC, a Delaware limited liability company,
Next Door Group, LLC, a Delaware limited liability company, Pantry Property, LLC, a Delaware
limited liability company, Next Door RE Property, LLC, a Delaware limited liability company,
Next Door Operations, LLC, a Delaware limited liability company, Worsley Operating Company,
LLC, a North Carolina limited liability company, LSF5 Cavalier Investments, LLC, a Delaware
limited liability company, WOCSC, LLC, a South Carolina limited liability company, Palm Food
Stores, LLC, a Delaware limited liability company and Virginia Oil Company, LLC, a Delaware
limited liability company; that he signed the Power of Attorney pursuant to the authority vested in
him by law; that the within Power of Attorney is the voluntary act of such company; and he desires
the same to be recorded as such.

Phyllis Stinson
Notary Public

My Commission Expires

11/30/15



[SIGNATURE PAGES TO TRADEMARK SECURITY AGREEMENT]

COMPANY ACKNOWLEDGMENT

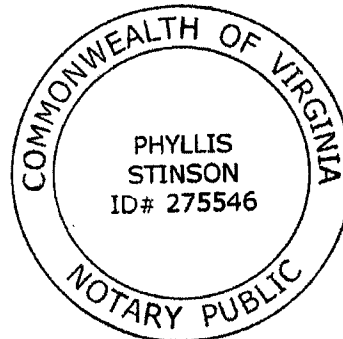
UNITED STATES OF AMERICA :
STATE OF Virginia : SS
COUNTY OF Henrico :

On this 3rd of June, 2015, before me personally appeared Don Russell,
and Mary Bricks, to me known and each being duly sworn, deposes and says that he is
authorized to sign on behalf of Colonial Pantry Holdings, LLC, a Delaware limited liability
company; that he signed the Power of Attorney pursuant to the authority vested in him by law; that
the within Power of Attorney is the voluntary act of such company; and he desires the same to be
recorded as such.

Phyllis Stinson
Notary Public

My Commission Expires

11/30/15



[SIGNATURE PAGES TO TRADEMARK SECURITY AGREEMENT]