

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343655

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GPM INVESTMENTS, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	VPS CONVENIENCE STORE GROUP, LLC		
Street Address:	5200 Town Center Circle, Suite 600		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33486		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	73714888	FAS MART	
Serial Number:	73497809	FAS MART	
Serial Number:	73718317	FAS MART	
Serial Number:	85475432	SHORE STOP	
Serial Number:	85869450	FAS CASHBACK	
Serial Number:	85869469	ALL IN GOOD TASTE	
Serial Number:	85896547	FAS APP	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<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:	6173417729		
Email:	kschmidt@morganlewis.com		
Correspondent Name:	Katarzyna Schmidt		
Address Line 1:	1 Federal Street		
Address Line 2:	c/o Morgan Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Katarzyna Schmidt		
SIGNATURE:	/Katarzyna Schmidt/		

OP \$190.00 73714888

DATE SIGNED:	06/05/2015
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Total Attachments: 8

- source=VPS - PARENT Trademark Security A#page1.tif
- source=VPS - PARENT Trademark Security A#page2.tif
- source=VPS - PARENT Trademark Security A#page3.tif
- source=VPS - PARENT Trademark Security A#page4.tif
- source=VPS - PARENT Trademark Security A#page5.tif
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EXECUTION

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 3rd day of June, 2015 by **GPM INVESTMENTS, LLC**, a Delaware limited liability company (the "Grantor"), the sole member of GPM WOC Holdco, LLC (the "Company"), in favor of **VPS CONVENIENCE STORE GROUP, LLC**, a Delaware limited liability company (the "Lender").

W I T N E S S E T H

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

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

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, the 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 Subordinated Note, the Grantor hereby grants to the Lender, and hereby reaffirms its prior grant pursuant to the Security Agreement, of a continuing security interest in the 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 the 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. The 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 Grantor as of the date of this Agreement.

4. Covenants. To the extent prohibited under the Subordinated Note, the 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 Grantor) are subject to the terms, conditions and restrictions set forth in the Subordination Agreement and the Intercreditor Agreement.

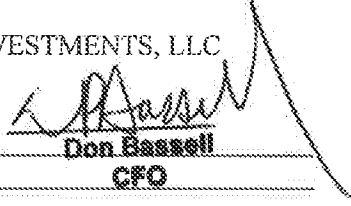
6. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the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

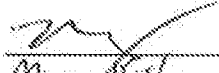
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

GRANTOR:

GPM INVESTMENTS, LLC

By: 
Name: Don Bassell
Title: CFO

By: 
Name: Mary Beth
Title: General Counsel

[Signature Page to Seller Note Parent Trademark Security Agreement]

TRADEMARK
REEL: 005546 FRAME: 0553

LENDER:

ACCEPTED AND AGREED
as of the date first written above:

VPS CONVENIENCE STORE GROUP, LLC

By: 

Name: Jeffrey W. Turpin

Title: Executive Vice President

[Signature Page to Parent Trademark and Security Agreement]

TRADEMARK
REEL: 005546 FRAME: 0554

SCHEDULE 1

TRADEMARK REGISTRATIONS

TRADEMARK NAME	SERIAL #	OWNER	STATUS
FAS MART (& Design) (horizontal)	S.N. 73/714888; Reg. No. 1,517,607 (U.S.)	GPM Investments, LLC	Current
FAS MART	S.N. 73/497809; Reg. No. 1,350,059 (U.S.)	GPM Investments, LLC	Current
FAS MART (& Design) (stacked)	S.N. 73/718317; Reg. No. 1,517,619 (U.S.)	GPM Investments, LLC	Current
SHORE STOP	S.N. 85475432; Reg. No. 4,175,123	GPM Investments, LLC	Current
FAS CASHBACK	S.N. 85869450 Reg. No. 4519027	GPM Investments, LLC	Current
ALL IN GOOD TASTE	S.N. 85869469 Reg No. 4476191	GPM Investments, LLC	Current
FAS APP	S.N. 85896547 Reg. No. 4422018	GPM Investments, LLC	Current

POWER OF ATTORNEY

Dated June 3, 2015

GPM INVESTMENTS, LLC, a Delaware limited liability company (the "Grantor") hereby authorizes **VPS CONVENIENCE STORE GROUP, LLC**, a Delaware limited liability company, its successors and assigns, and any officer or agent thereof (collectively, the "Lender"), under that certain Subordinated Promissory Note between GPM WOC Holdco, LLC, a Delaware limited liability company, and the Lender dated as of the date hereof (as the same may hereafter be amended, modified, restated or replaced from time to time, the "Subordinated Note"; terms defined in the Subordinated Note and not otherwise defined herein have, as used herein, the respective meanings provided for therein) and that certain Pledge and Security Agreement by the Grantor in favor of the Lender (as the same may hereafter be amended, modified, restated or replaced from time to time, 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 Grantor, with the power to endorse the name of the Grantor 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 Grantor 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 the Grantor a supplement to the Trademark Security Agreement, (c) to use the Trademarks in connection with exercising its rights and remedies under the Subordinated Note 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 Subordinated Note. 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 Subordinated Note and the Trademark Security Agreement.

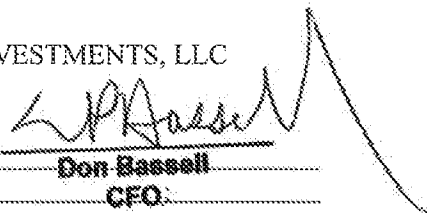
The Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark Security Agreement, the Subordinated Note and the Security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

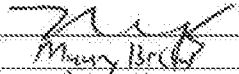
This Power of Attorney shall be irrevocable until all Obligations have been fully paid and satisfied in full in cash and the Subordinated Note has been terminated.

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

GRANTOR:

GPM INVESTMENTS, LLC

By: 
Name: Don Bassell
Title: CFO

By: 
Name: Mary Beth
Title: General Counsel

[Signature Page to Seller Note Power of Attorney (Parent Trademark Security Agreement)]

TRADEMARK
REEL: 005546 FRAME: 0557

COMPANY ACKNOWLEDGMENT

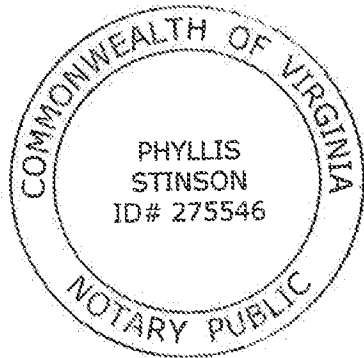
UNITED STATES OF AMERICA :
STATE OF VIRGINIA : SS
COUNTY OF Henrico

On this ___ of _____, 2015, before me personally appeared Don Bissett
and Mary Beth, to me known and each being duly sworn, deposes and says that he is
authorized to sign on behalf of GPM Investments, 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

My commission expires Nov. 30, 2015



[Signature Page to Seller Note Power of Attorney (Parent Trademark Security Agreement)]