

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344807

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WOC Southeast Holding Corp.		06/03/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	national banking association: PENNSYLVANIA		
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:	2158325619		
<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:	215-569-5619		

OP \$340.00 73248301

Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye
Address Line 1: Blank Rome LLP
Address Line 2: One Logan Square, 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER: 074658-15032

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 06/16/2015

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 3rd day of June, 2015 by **WOC SOUTHEAST HOLDING CORP.**, a Delaware corporation ("WOC Southeast") and each Person listed on the signature pages hereto (together with WOC Southeast, collectively, "Grantors" and each a "Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), in its capacity as agent ("Agent") for the Lenders.

WITNESSETH

WHEREAS, GPM WOC Holdco, LLC, a Delaware limited liability company ("GPM WOC"), and together with each Person joined thereto as a borrower from time to time, collectively, the "Borrowers", and each a "Borrower") has entered into that certain Term Loan and Security Agreement with the financial institutions party thereto as lenders from time to time (the "Lenders") and with Agent, dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement"), pursuant to which Agent and Lenders provided for the extension of credit to be made to Borrowers;

WHEREAS, Grantors have executed that certain Guaranty and Suretyship Agreement in favor of Agent and Lenders dated as of the date hereof (the "Guaranty Agreement") guaranteeing all amounts owing by Borrowers to Agent and Lenders under the Loan Agreement;

WHEREAS, each Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by such Grantor's trademarks and all products and proceeds thereof pursuant to that certain Guarantor Security Agreement executed by Grantors, GPM Investments, LLC, GPM1, LLC, GPM2, LLC, GPM3, LLC, GPM4, LLC, GPM5, LLC, GPM6, LLC, GPM8, LLC, GPM9, LLC, GPM Southeast, LLC, GPM Transportation, LLC, E CIG Licensing, LLC and GPM Midwest, LLC in favor of Agent and Lenders dated as of the date hereof (the "Guarantor Security Agreement"), to secure the payment of the obligations under the Guaranty Agreement;

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 Loan Agreement. The Loan 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 Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the obligations under the Guaranty Agreement, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, 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 I 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 such 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 owned and registered, or subject to a pending application for registration, to such Grantor as of the date of this Agreement.


4. Covenants. Except as otherwise permitted under the Guarantor Security Agreement, each Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interests in the Trademarks without prior written consent of Agent.

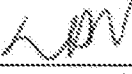
5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

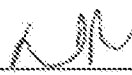
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

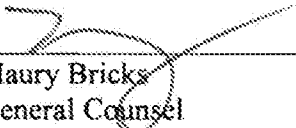
**WOC SOUTHEAST HOLDING CORP.
VILLAGE PANTRIES MERGER SUB, LLC
VILLAGE PANTRY SPECIALTY HOLDINGS, LLC
MARSH VILLAGE PANTRIES, LLC
VILLAGE PANTRY, LLC
MUNDY REALTY, LLC
VIVA PANTRY & PETRO OPERATIONS, LLC
VILLAGE VARIETY STORE OPERATIONS, LLC
NEXT DOOR GROUP, LLC
PANTRY PROPERTY, LLC
NEXT DOOR RE PROPERTY,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

By: 
Name: Arie Kotler
Title: Chief Executive Officer

By: 
Name: Don Bassell
Title: Chief Financial Officer

COLONIAL PANTRY HOLDINGS, LLC

By: 
Name: Don Bassell
Title: Chief Financial Officer

By: 
Name: Maury Bricks
Title: General Counsel

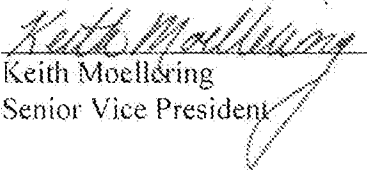
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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**TRADEMARK
REEL: 005553 FRAME: 0888**

Acknowledged and accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Keith Moellering
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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TRADEMARK
REEL: 005553 FRAME: 0889

SCHEDULE 1

TRADEMARK REGISTRATIONS

Registered Trademarks

<u>TRADEMARK NAME</u>	<u>SERIAL #</u>	<u>OWNER</u>	<u>STATUS</u>
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
THANKS A LOTTERY	74/011,670	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	73/758183	Next Door Operations, LLC	Current

POWER OF ATTORNEY

Dated June 3, 2015

WOC SOUTHEAST HOLDING CORP., a Delaware corporation ("WOC Southeast") and each Person listed on the signature pages hereto (together with WOC Southeast, collectively, "Grantors" and each a "Grantor"), hereby authorizes **PNC BANK, NATIONAL ASSOCIATION**, its successors and assigns, and any officer or agent thereof (collectively, "PNC"), as agent for the Lenders (in such capacity, "Agent") under that certain Guarantor Security Agreement among Agent, the lenders party thereto (the "Lenders"), Grantors, GPM Investments, LLC, GPM1, LLC, GPM2, LLC, GPM3, LLC, GPM4, LLC, GPM5, LLC, GPM6, LLC, GPM8, LLC, GPM9, LLC, GPM Southeast, LLC, GPM Transportation, LLC, E CIG Licensing, LLC and GPM Midwest, LLC dated as of the date hereof (as the same may hereafter be amended, modified, restated or replaced from time to time, the "Guarantor Security Agreement"), following the occurrence and during the continuance of an Event of Default as the true and lawful attorney-in-fact of each Grantor, with the power to endorse the name of such Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark Security Agreement between Grantors and Agent 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 such Grantor a supplement to the Trademark Security Agreement, (c) to use the Trademarks in connection with exercising its rights and remedies under the Loan 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 and Guarantor Security Agreement. Nothing herein contained shall obligate Agent 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 Guarantor 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 and the Guarantor Security Agreement.

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

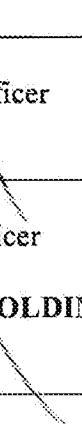
IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.


**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: Arie Kotler
Title: Chief Executive Officer

By: 
Name: Don Bassell
Title: Chief Financial Officer

COLONIAL PANTRY HOLDINGS, LLC

By: 
Name: Don Bassell
Title: Chief Financial Officer

By: 
Name: Maury Bricks
Title: General Counsel

[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK AND PATENT SECURITY AGREEMENT]

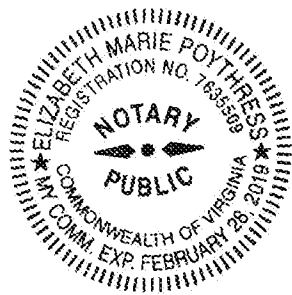
COMPANY ACKNOWLEDGMENT

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

On this 3rd of June, 2015, before me personally appeared ARIE KOTLER, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of each of WOC SOUTHEAST HOLDING CORP., VILLAGE PANTRIES MERGER SUB, LLC, VILLAGE PANTRY SPECIALTY HOLDING, LLC, MARSH VILLAGE PANTRIES, LLC, VILLAGE PANTRIES, 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 and VIRGINIA OIL COMPANY, LLC, 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.

Elizabeth Marie Poitress
Notary Public

My Commission Expires



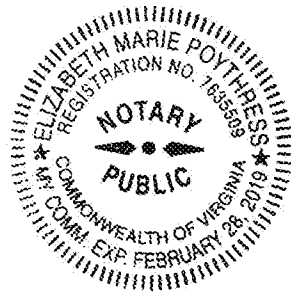
[NOTARY PAGE TO POWER OF ATTORNEY TO TRADEMARK AND PATENT SECURITY AGREEMENT]

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

On this *3rd* of June, 2015, before me personally appeared Don Bassell, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of each of WOC SOUTHEAST HOLDING CORP., VILLAGE PANTRIES MERGER SUB, LLC, VILLAGE PANTRY SPECIALTY HOLDING, LLC, MARSH VILLAGE PANTRIES, LLC, VILLAGE PANTRIES, 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, WOCS, LLC, PALM FOOD STORES, LLC and VIRGINIA OIL COMPANY, LLC, 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.

Elizabeth Marie Poynthress
Notary Public

My Commission Expires



[NOTARY PAGE TO POWER OF ATTORNEY TO TRADEMARK AND PATENT
SECURITY AGREEMENT]

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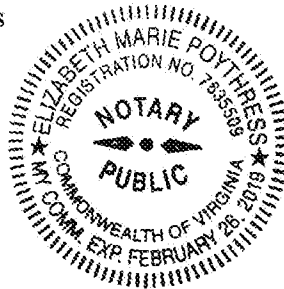
TRADEMARK
REEL: 005553 FRAME: 0894

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

On this *3rd* of June, 2015, before me personally appeared Don Bassell, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of each of COLONIAL PANTRY HOLDINGS, LLC, 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.

Elizabeth Marie Poythress
Notary Public

My Commission Expires

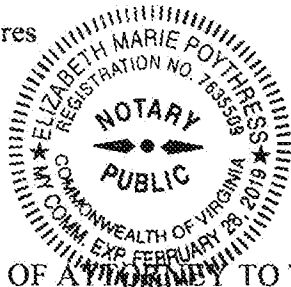


UNITED STATES OF AMERICA :
STATE OF *Virginia* : SS
COUNTY OF *Henrico* :

On this *3rd* of June, 2015, before me personally appeared Maury Bricks, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of each of COLONIAL PANTRY HOLDINGS, LLC, 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.

Elizabeth Marie Poythress
Notary Public

My Commission Expires



[NOTARY PAGE TO POWER OF ATTORNEY TO TRADEMARK AND PATENT SECURITY AGREEMENT]