

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344752

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
VILLAGE PANTRIES MERGER SUB, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
VILLAGE PANTRY SPECIALTY HOLDINGS, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
MARSH VILLAGE PANTRIES, LLC		06/03/2015	LIMITED LIABILITY COMPANY: INDIANA
VILLAGE PANTRY, LLC		06/03/2015	LIMITED LIABILITY COMPANY: INDIANA
MUNDY REALTY, LLC		06/03/2015	LIMITED LIABILITY COMPANY: INDIANA
VIVA PANTRY & PETRO OPERATIONS, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
VILLAGE VARIETY STORE OPERATIONS, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
NEXT DOOR GROUP, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
PANTRY PROPERTY, LLC		06/03/2015	LIMITED LIABILITY COMPANY: INDIANA
NEXT DOOR RE PROPERTY, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
NEXT DOOR OPERATIONS, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
WORSLEY OPERATING COMPANY, LLC		06/03/2015	LIMITED LIABILITY COMPANY: NORTH CAROLINA
LSF5 CAVALIER INVESTMENTS, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
WOCSC, LLC		06/03/2015	LIMITED LIABILITY COMPANY: SOUTH CAROLINA
PALM FOOD STORES, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
VIRGINIA OIL COMPANY, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE

TRADEMARK

Name	Formerly	Execution Date	Entity Type
GPM 1, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
GPM 2, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
GPM 3, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
GPM 4, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
GPM 5, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
GPM 6, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
GPM 8, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
GPM 9, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
GPM SOUTHEAST, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
GPM TRANSPORTATION, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
E CIG LICENSING, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
GPM MIDWEST, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
COLONIAL PANTRY HOLDINGS, 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:	CALIFORNIA
Postal Code:	33486
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	74011670	THANK\$ A LOTTERY

CORRESPONDENCE DATA

Fax Number: 6173417701

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: 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 02210

NAME OF SUBMITTER:	Katarzyna Schmidt
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SIGNATURE:	/Katarzyna Schmidt/
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DATE SIGNED:	06/15/2015
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Total Attachments: 12

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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 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 **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 Grantors 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 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 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, 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 Subordinated Note, 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 Subordinated Note, 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 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, each Grantor has duly executed this Agreement as of the date first written above.

GRANTORS:

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
GPM 1, LLC
GPM 2, LLC
GPM 3, LLC
GPM 4, LLC
GPM 5, LLC
GPM 6, LLC
GPM 8, LLC
GPM 9, LLC
GPM SOUTHEAST, LLC
GPM TRANSPORTATION, LLC
E CIG LICENSING, LLC
GPM MIDWEST, LLC

By: 
Name: Ace Holte
Title: CEO
By: 
Name: Don Russell
Title: CEO

COLONIAL PANTRY HOLDINGS, LLC

By: 

Name: Dan Russell

Title: CEO

By: 

Name: Mary Br. O.

Title: General Counsel

LENDER:

ACCEPTED AND AGREED
as of the date first written above:

VPS CONVENIENCE STORE GROUP, LLC

By: _____

Name: Jeffery W. Turpin

Title: Chief Executive Officer

[Signature Page to Seller Note Trademark Security Agreement]

COLONIAL PANTRY HOLDINGS, LLC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

LENDER:

ACCEPTED AND AGREED

as of the date first written above:

VPS CONVENIENCE STORE GROUP, LLC

By: _____

Name: Jeffrey W. Turpin

Title: Chief Executive Officer

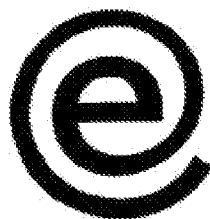
[Signature Page to Seller Note Trademark Security Agreement]

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
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
CIGARETTE CITY	S.N. 76440826 Reg. No. 2995521	GPM Southeast, LLC	Current
SCOTCHMAN	S.N. 76687138 Reg. No. 3494476	GPM Southeast, LLC	Current
SCOTCHMAN, YOUR GOOD NEIGHBOR STORE (& Design)	S.N. 76687139 Reg. No. 3494477	GPM Southeast, LLC	Current
SCOTCHMAN STORES	S.N. 76687140 Reg. No. 3494478	GPM Southeast, LLC	Current
QUICK & EASY EVERYDAY SHOP & CAFÉ (and design)	S.N. 76714497 Reg. No. 4512986	GPM Southeast, LLC	Current
VIRGINIA OIL COMPANY	S.N. 77288036 Reg. No. 3548975	GPM Southeast, LLC	Current
CW'S COFFEE COMPANY	S.N.s 76686359, 76698254 Reg. Nos.	GPM Southeast, LLC	Current

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	3805131; 3812391		
Carolina Petro	s.n. 76714633 Reg. no. 4594790	GPM Southeast, LLC	current
Elite Electronic	s.n. 86146822	E Cig Licensing, LLC	Filed
	s.n. 86146838	E Cig Licensing, LLC	Filed



design

Carolina Petro	s.n. 76714633 Reg. no. 4594790	GPM Southeast, LLC	Current
E Vapors	s.n. 86358509	E Cig Licensing, LLC	Filed
E Electronics	s.n. 86358506	E Cig Licensing, LLC	Filed
E Liquids	s.n. 86358486	E Cig Licensing, LLC	Filed
The Elite Evaping Experience	s.n. 86361044	E Cig Licensing, LLC	Filed

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 **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 the 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 Grantors 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 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 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.

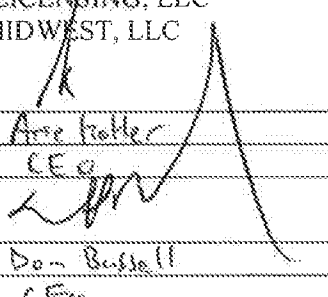
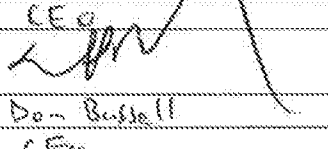
Each Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark Security Agreement, the Subordinated Note and the Security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

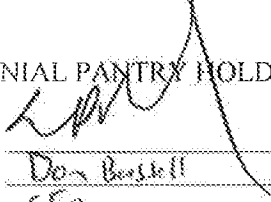
IN WITNESS WHEREOF, each Grantor has executed this Power of Attorney as of the date stated above.


GRANTORS:

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
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GPM 6, LLC
GPM 8, LLC
GPM 9, LLC
GPM SOUTHEAST, LLC
GPM TRANSPORTATION, LLC
E CIG LICENSING, LLC
GPM MIDWEST, LLC

By: 
Name: Arne Koller
Title: CEO
By: 
Name: Don Bustell
Title: CEO

COLONIAL PANTRY HOLDINGS, LLC

By: 
Name: Don Beshell
Title: CEO

By: 
Name: Mary Beshell
Title: General Counsel

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

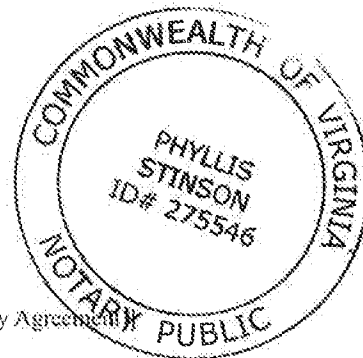
COMPANY ACKNOWLEDGMENT

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

On this 10 of November, 2015, before me personally appeared Archer
and Don Bessell, 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, GPM 1, LLC, a Delaware limited liability company, GPM 2, LLC, a
Delaware limited liability company, GPM 3, LLC, a Delaware limited liability company, GPM 4,
LLC, a Delaware limited liability company, GPM 5, LLC, a Delaware limited liability company,
GPM 6, LLC, a Delaware limited liability company, GPM 8, LLC, a Delaware limited liability
company, GPM 9, LLC, a Delaware limited liability company, GPM Southeast, LLC, a Delaware
limited liability company, GPM Transportation, LLC, a Delaware limited liability company, E CIG
Licensing, LLC, a Delaware limited liability company, and GPM Midwest, 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 Nov. 30, 2015



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

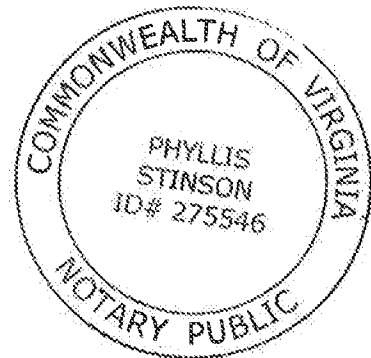
COMPANY ACKNOWLEDGMENT

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

On this 10 of November, 2015, before me personally appeared Don Bassell
and Maurice Brink, 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 Nov. 30, 2015



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