

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345199

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|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Convenience Retailers LLC | | 06/03/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Apro, LLC | | |
| Street Address: | 17311 S. Main Street | | |
| City: | Gardena | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90248 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1738302 | GASBUX | |
| Registration Number: | 1675429 | JACKPOT | |
| Registration Number: | 1631875 | JACKPOT | |
| Registration Number: | 4662333 | MY GOODS MARKET | |
| Registration Number: | 4662332 | MY GOODS MARKET | |
| Registration Number: | 4091418 | MY GOODS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2149813400 | | |
| <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: | 214-981-3483 | | |
| Email: | dclark@sidley.com | | |
| Correspondent Name: | Dusan Clark, Esq. | | |
| Address Line 1: | Sidley Austin LLP | | |
| Address Line 2: | 2001 Ross Avenue, Suite 3600 | | |
| Address Line 4: | Dallas, TEXAS 75201 | | |
| ATTORNEY DOCKET NUMBER: | 61367-10030 | | |
| NAME OF SUBMITTER: | Dusan Clark | | |
| SIGNATURE: | /Dusan Clark/ | | |

CH \$165.00 1738302

| | |
|---------------------|------------|
| DATE SIGNED: | 06/19/2015 |
|---------------------|------------|

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment"), dated as of June 3, 2015, is by and between Convenience Retailers LLC, a Delaware limited liability company ("Assignor") and Apro, LLC, a Delaware limited liability company ("Assignee").

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

WHEREAS, Assignor, affiliates of Assignee and certain other parties have entered into that certain Amended and Restated Asset Purchase Agreement dated as of March 11, 2015 (as amended, the "APA") pursuant to which Assignor has agreed to sell certain assets to Assignee, including, without limitation, the Assigned Trademarks; and

WHEREAS, pursuant to the APA, the Assignee has agreed 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, and pursuant to the APA, 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.

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. Conflict between this Assignment and the APA. This Assignment is subject to the APA, the terms and provisions of which are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the APA, the applicable terms and provisions of the APA will govern and prevail. The parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the APA.
6. 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

CONVENIENCE RETAILERS LLC

By: [Signature]

Name: Sam Hirbod

Its: President and Chief Executive Officer

STATE OF California)
) ss.
COUNTY OF Alameda)

Before me, the undersigned authority, on this 21st day of MAY, 2015, personally appeared Sam Hirbod 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.

Notary Public

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Please see attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

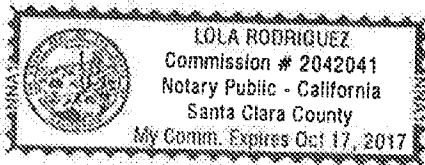
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda
On May 21, 2015 before me, Lola Rodriguez Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Sam Hirbod
Name(s) of Signer(s)

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 Lola Rodriguez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Schedule A – Assigned Trademarks

| Trademark | Country | Appl. No. | Filing Date | Reg. No. | Reg. Date | Owner | Status |
|----------------------------|--------------------------|-----------|-------------|----------|-----------|----------------------------|------------|
| GASBUK | United States of America | 74240113 | 24-JAN-92 | 1738302 | 08-DEC-92 | Convenience Retailers, LLC | Renewed |
| JACKPOT | United States of America | 73665808 | 11-JUN-87 | 1675429 | 11-FEB-92 | Convenience Retailers, LLC | Renewed |
| JACKPOT | United States of America | 73665838 | 11-JUN-1987 | 1631875 | 15-JAN-91 | Convenience Retailers, LLC | Renewed |
| MY GOODS MARKET | United States of America | 86204457 | 26-Feb-14 | 4662333 | 30-Dec-14 | Convenience Retailers, LLC | Registered |
| MY GOODS MARKET (Stylized) | United States of America | 86204447 | 26-Feb-14 | 4662332 | 30-Dec-14 | Convenience Retailers, LLC | Registered |
| MY GOODS | United States of America | 77816181 | 31-Aug-09 | 4091418 | 24-Jan-12 | Convenience Retailers, LLC | Registered |