

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM366232

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mid Pac Petroleum, LLC		12/17/2015	LIMITED LIABILITY COMPANY: DELAWARE
HIE Retail, LLC		12/17/2015	LIMITED LIABILITY COMPANY: HAWAII

## RECEIVING PARTY DATA

<b>Name:</b>	KeyBank National Association
<b>Street Address:</b>	4900 Tiedeman Road
<b>Internal Address:</b>	Mail Code: OH 01-49-0114, Attention: KAS Servicing
<b>City:</b>	Brooklyn
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44144
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	86822239	HELE SHOP
Serial Number:	86822238	HELE STOP
Serial Number:	86822237	HELE STORE
Serial Number:	86822236	HELETRIP
Serial Number:	86822234	HELEXPRESS
Serial Number:	86822232	HELE 2 GO
Serial Number:	86822231	HELE BRANDS
Serial Number:	86822229	HELE ENERGY
Serial Number:	86822228	HELE EXPRESS
Serial Number:	86822225	HELE FUEL
Serial Number:	86822222	HELE GAS
Serial Number:	86822221	HELE MAI
Serial Number:	86822218	HELE MARKET
Serial Number:	86822215	HELE MART
Serial Number:	86822211	HELE OIL
Serial Number:	86822209	HELE

CH \$465.00 86822239

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3803998	KAMA`AINA REWARDS
Registration Number:	3807809	KAMA`AINA REWARDS

**CORRESPONDENCE DATA**

**Fax Number:** 2165790212  
*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:** 216-586-3939  
**Email:** crhunter@jonesday.com, pcyingier@jonesday.com  
**Correspondent Name:** Caitlin R. Hunter  
**Address Line 1:** 901 Lakeside Avenue  
**Address Line 2:** JONES DAY  
**Address Line 4:** Cleveland, OHIO 44114

<b>ATTORNEY DOCKET NUMBER:</b>	601755-049200
<b>NAME OF SUBMITTER:</b>	Caitlin R. Hunter
<b>SIGNATURE:</b>	/Caitlin R. Hunter/
<b>DATE SIGNED:</b>	12/17/2015

**Total Attachments: 6**  
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## COLLATERAL ASSIGNMENT OF TRADEMARKS

COLLATERAL ASSIGNMENT OF TRADEMARKS, dated as of December 17, 2015 (“Agreement”), among Mid Pac Petroleum, LLC, a Delaware limited liability company (together with its successors and assigns, “Mid Pac”), HIE Retail, LLC, a Hawaii limited liability company (together with its successors and assigns, “HIE”, and together with Mid Pac, each, an “Assignor” and, collectively, the “Assignors”), and KeyBank National Association, as administrative agent (together with its successors and assigns in such capacity, the “Administrative Agent”), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

### RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of the date hereof (as amended, restated or otherwise modified from time to time, the “Credit Agreement”), among the Assignors, as borrowers, certain Subsidiaries of the Assignors, as guarantors, the lenders party thereto (the “Lenders”), and the Administrative Agent.

(2) In connection with the Credit Agreement, the Assignors are parties to a Pledge and Security Agreement, dated as of the date hereof (as amended, restated or otherwise modified from time to time, the “Security Agreement”), among the Assignors, the other grantors named therein and the Administrative Agent, pursuant to which each Assignor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, each Assignor hereby assigns, transfers, conveys and grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by such Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of such Assignor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by such Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Administrative Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all goodwill related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of such Assignor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing.

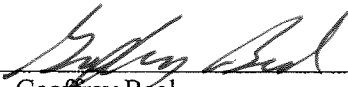
Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignors and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

Section 4. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

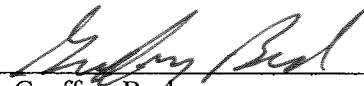
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

MID PAC PETROLEUM, LLC

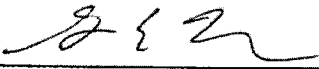
By:   
Name: Geoffrey Beal  
Title: Vice President and Treasurer

HIE RETAIL, LLC

By:   
Name: Geoffrey Beal  
Title: Vice President and Treasurer

Accepted and acknowledged by:

KEYBANK NATIONAL ASSOCIATION, as  
Administrative Agent

By:   
Name: George McKean  
Title: Senior Vice President

Schedule A  
to  
Collateral Assignment of  
Trademarks

<u>Grantor</u>	<u>Trademark</u>	<u>Application No. and/or Registration No.</u>	<u>Application Filing Date and/or Registration Date</u>
HIE Retail, LLC	Word Mark "Hele Shop"	Serial No. 86822239	November 17, 2015 (File Date)
HIE Retail, LLC	Word Mark "Hele Stop"	Serial No. 86822238	November 17, 2015 (File Date)
HIE Retail, LLC	Word Mark "Hele Store"	Serial No. 86822237	November 17, 2015 (File Date)
HIE Retail, LLC	Word Mark "Heletrip"	Serial No. 86822236	November 17, 2015 (File Date)
HIE Retail, LLC	Word Mark "Helexpress"	Serial No. 86822234	November 17, 2015 (File Date)
HIE Retail, LLC	Word Mark "Hele 2 Go"	Serial No. 86822232	November 17, 2015 (File Date)
HIE Retail, LLC	Word Mark "Hele Brands"	Serial No. 86822231	November 17, 2015 (File Date)
HIE Retail, LLC	Word Mark "Hele Energy"	Serial No. 86822229	November 17, 2015 (File Date)
HIE Retail, LLC	Word Mark "Hele Express"	Serial No. 86822228	November 17, 2015 (File Date)
HIE Retail, LLC	Word Mark "Hele Fuel"	Serial No. 86822225	November 17, 2015 (File Date)
HIE Retail, LLC	Word Mark "Hele Gas"	Serial No. 86822222	November 17, 2015 (File Date)
HIE Retail, LLC	Word Mark "Hele Mai"	Serial No. 86822221	November 17, 2015 (File Date)
HIE Retail, LLC	Word Mark "Hele Market"	Serial No. 86822218	November 17, 2015 (File Date)
HIE Retail, LLC	Word Mark "Hele Mart"	Serial No. 86822215	November 17, 2015 (File Date)
HIE Retail, LLC	Word Mark "Hele Oil"	Serial No. 86822211	November 17, 2015 (File Date)
HIE Retail, LLC	Word Mark "Hele"	Serial No. 86822209	November 17, 2015 (File Date)

<u>Grantor</u>	<u>Trademark</u>	<u>Application No. and/or Registration No.</u>	<u>Application Filing Date and/or Registration Date</u>
Mid Pac Petroleum, LLC	Service Mark "Kama'āina Rewards" registered with the U.S. Patent and Trademark Office	Registration No. 3,803,998	June 15, 2010 (Registration Date)  October 1, 2008 (File Date)
Mid Pac Petroleum, LLC	Service Mark "Kama'āina Rewards" registered with the U.S. Patent and Trademark Office	Registration No. 3,807,809	June 22, 2010 (Registration Date)  September 30, 2008 (File Date)

Pursuant to that certain Trademark Sublicenses Agreement dated November 14, 2013, by and between Hawaii Independent Energy, LLC, as Sublicensor, and HIE Retail, LLC, as Sublicensee, Sublicensor transferred certain authorized retail outlets to Sublicensee, and in connection therewith granted to Sublicensee a sublicense to use the trademarks listed in Exhibit A attached thereto.