

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM373912

|                                   |   |  |                       |
|-----------------------------------|---|--|-----------------------|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT  |  |                       |
| <b>NATURE OF CONVEYANCE:</b>      | Trademark Security Agreement                                    |  |                       |
| <b>CONVEYING PARTY DATA</b>       |   |  |                       |
| <b>Name</b>                       | <b>Formerly</b>   | <b>Execution Date</b>                    | <b>Entity Type</b>    |
| CST Brands Holdings, Inc.         |   | 02/19/2016                               | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>       |   |  |                       |
| <b>Name:</b>                      | WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative agent |  |                       |
| <b>Street Address:</b>            | 7711 Plantation Road  |  |                       |
| <b>Internal Address:</b>          | MAC R4058-017   |  |                       |
| <b>City:</b>                      | Roanoke   |  |                       |
| <b>State/Country:</b>             | VIRGINIA  |  |                       |
| <b>Postal Code:</b>               | 24019   |  |                       |
| <b>Entity Type:</b>               | National Association: UNITED STATES                             |  |                       |
| <b>PROPERTY NUMBERS Total: 23</b> |   |  |                       |
| <b>Property Type</b>              | <b>Number</b>   | <b>Word Mark</b>                         |                       |
| <b>Registration Number:</b>       | 4866011   | CROSSAMERICA PARTNERS                    |                       |
| <b>Registration Number:</b>       | 4866012   | CAP CROSSAMERICA PARTNERS LP             |                       |
| <b>Registration Number:</b>       | 4859585   | U U FORCE                                |                       |
| <b>Registration Number:</b>       | 4859581   | U FORCE                                  |                       |
| <b>Registration Number:</b>       | 4859573   | U FORCE SPORT                            |                       |
| <b>Registration Number:</b>       | 4859605   | U U FORCE SPORT DRINK                    |                       |
| <b>Serial Number:</b>             | 86853670  | BE NICE. HAVE FUN, SELL STUFF & BE THE B |                       |
| <b>Serial Number:</b>             | 86613188  | CORNER STORE                             |                       |
| <b>Serial Number:</b>             | 86613208  | CORNER STORE                             |                       |
| <b>Serial Number:</b>             | 86900040  | CORNER STORE MARKET                      |                       |
| <b>Serial Number:</b>             | 86900055  | EASY STREET DINER & PIZZA                |                       |
| <b>Serial Number:</b>             | 86900059  | EASY STREET DINER PIZZA                  |                       |
| <b>Serial Number:</b>             | 86900075  | EASY STREET FROZEN                       |                       |
| <b>Serial Number:</b>             | 86899427  | EASY STREET GOURMET SNACKS               |                       |
| <b>Serial Number:</b>             | 86899458  | EASY STREET GOURMET SNACKS               |                       |
| <b>Serial Number:</b>             | 86900080  | EASY STREET SANDWICHES TO GO             |                       |
| <b>Serial Number:</b>             | 86900082  | EASY STREET SNACKS TO GO                 |                       |
| <b>Serial Number:</b>             | 86895119  | EASY STREET WINGS                        |                       |

OP \$590.00 4866011

| Property Type  | Number   | Word Mark               |
|----------------|----------|-------------------------|
| Serial Number: | 86895136 | EASY STREET WINGS       |
| Serial Number: | 86900049 | EASY STREET WRAPS TO GO |
| Serial Number: | 86712360 | FREEDOM                 |
| Serial Number: | 86712363 | FREEDOM VALU CENTER     |
| Serial Number: | 86630512 | WHOOPIE! BITES          |

|   |                                   |
|---|-----------------------------------|
| <b>CORRESPONDENCE DATA</b>  |                                   |
| Fax Number:   | 7147558290                        |
| <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:  | 714-540-1235                      |
| Email:  | ipdocket@lw.com                   |
| Correspondent Name:   | Latham & Watkins LLP              |
| Address Line 1:   | 650 Town Center Drive, Suite 2000 |
| Address Line 4:   | Costa Mesa, CALIFORNIA 92626      |

|                         |             |
|-------------------------|-------------|
| ATTORNEY DOCKET NUMBER: | 049275-0026 |
| NAME OF SUBMITTER:      | Anna T Kwan |
| SIGNATURE:              | /atk/       |
| DATE SIGNED:            | 02/19/2016  |

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| <b>Total Attachments: 7</b><br>source=CST - TSA (Feb 2016) (Execution version)#page1.tif<br>source=CST - TSA (Feb 2016) (Execution version)#page2.tif<br>source=CST - TSA (Feb 2016) (Execution version)#page3.tif<br>source=CST - TSA (Feb 2016) (Execution version)#page4.tif<br>source=CST - TSA (Feb 2016) (Execution version)#page5.tif<br>source=CST - TSA (Feb 2016) (Execution version)#page6.tif<br>source=CST - TSA (Feb 2016) (Execution version)#page7.tif |
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 19, 2016 (this "Agreement"), is made by CST Brands Holdings, Inc., a Delaware corporation (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the "Agent").

**WHEREAS**, in connection with that certain Credit Agreement dated as of March 20, 2013, among CST BRANDS, INC., a Delaware corporation, the Lenders and the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Grantor has entered into that certain Guarantee and Collateral Agreement dated as of May 1, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), pursuant to which the Grantor has assigned, transferred and granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

**WHEREAS**, the Grantor is required, pursuant to the Guarantee and Collateral Agreement, to execute and this Agreement in order to record the security interest in the Trademark Collateral granted to the Agent, for the benefit of the Secured Parties with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Agent, for the benefit of the Secured Parties, as follows:

### SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Guarantee and Collateral Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

### SECTION 2. Grant of Security Interest in Trademark Collateral

**SECTION 2.1 Grant of Security.** The Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, wherever located and, in each case, now directly owned or at any time hereafter directly acquired and owned by such Grantor or in which such Grantor now has or at any time in the future directly acquires and holds any right, title or interest (collectively, the "Trademark Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

- (a) All domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet Domain Names and other indicia of origin or source identification, whether registered or unregistered, and with respect to any and all of the foregoing, and all registrations and applications for registration thereof including,

without limitation, the registrations and applications listed in Schedule A attached hereto (collectively, the “Trademarks”);

(b) all agreements, licenses and covenants providing for the grant to or from the Grantor of any right in or to any Trademark or otherwise providing for or permitting co-existence with respect to a Trademark (including, without limitation, those listed on Schedule A attached hereto; and

(c) in the case of clauses (a) and (b), (i) all extensions, renewals, and restorations thereof, (ii) all rights to sue or otherwise recover for any past, present and future infringement, dilution or other violation or impairment thereof, (iii) all Proceeds therefrom, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto and (iv) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, or the security interest granted under Section 2.1 hereof attach to, any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

### **SECTION 4. Governing Law**

THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).

## **SECTION 5. Counterparts**

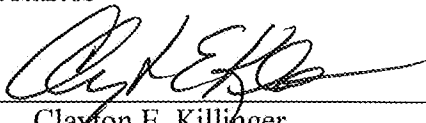
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic imaging means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission (e.g. "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart hereof.

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IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

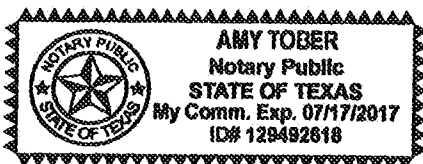
**GRANTOR**

**CST Brands Holding,  
Inc.  
as Grantor**

By:   
Clayton E. Killinger  
Executive Vice President and Chief Financial  
Officer

STATE OF Texas )  
COUNTY OF Bexar ) ss.

On this 18<sup>th</sup> day of February, 2016 before me personally appeared Clayton E. Killinger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing Trademark Security Agreement on behalf of CST Brands Holding, Inc. who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



  
Notary Public

Accepted and Agreed:  
WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Agent

By: Nathan R. Rantala  
Name: Nathan R. Rantala  
Title: Director

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

| Owning Entity             | Mark  | Serial No. | Filing Date | Registration No. | Registration Date |
|---------------------------|---|------------|-------------|------------------|-------------------|
| CST BRANDS HOLDINGS, INC. | BE. NICE. HAVE FUN, SELL STUFF & BE THE BEST. | 86853670   | 12/18/2015  |                  |                   |
| CST BRANDS HOLDINGS, INC. | CORNER STORE                                  | 86613188   | 4/28/2015   |                  |                   |
| CST BRANDS HOLDINGS, INC. | CORNER STORE (words and design)               | 86613208   | 4/28/2015   |                  |                   |
| CST BRANDS HOLDINGS, INC. | CORNER STORE (words and design)               | 86711525   | 7/31/2015   |                  |                   |
| CST BRANDS HOLDINGS, INC. | CORNER STORE (words and design)               | 86711550   | 7/31/2015   |                  |                   |
| CST BRANDS HOLDINGS, INC. | CORNER STORE (words and design)               | 86821788   | 11/16/2015  |                  |                   |
| CST BRANDS HOLDINGS, INC. | CORNER STORE MARKET                           | 86678243   | 6/29/2015   |                  |                   |
| CST BRANDS HOLDINGS, INC. | CORNER STORE MARKET (words and design)        | 86900040   | 2/7/2016    |                  |                   |
| CST BRANDS HOLDINGS, INC. | CROSSAMERICA PARTNERS                         | 86597593   | 4/14/2015   | 4866011          | 12/8/2015         |
| CST BRANDS HOLDINGS, INC. | CROSSAMERICA PARTNERS                         | 86597611   | 4/14/2015   | 4866012          | 12/8/2015         |
| CST BRANDS HOLDINGS, INC. | EASY STREET DINER & PIZZA                     | 86900055   | 2/7/2016    |                  |                   |
| CST BRANDS HOLDINGS, INC. | EASY STREET DINER & PIZZA                     | 86900059   | 2/7/2016    |                  |                   |
| CST BRANDS HOLDINGS, INC. | EASY STREET FROZEN                            | 86900075   | 2/7/2016    |                  |                   |
| CST BRANDS HOLDINGS, INC. | EASY STREET GOURMET SNACKS                    | 86899427   | 2/5/2016    |                  |                   |
| CST BRANDS HOLDINGS, INC. | EASY STREET GOURMET SNACKS                    | 86899458   | 2/5/2016    |                  |                   |
| CST BRANDS HOLDINGS, INC. | EASY STREET SANDWICHES TO                     | 86900080   | 2/7/2015    |                  |                   |
| CST BRANDS HOLDINGS, INC. | EASY STREET SNACKS TO GO                      | 86900082   | 2/7/2016    |                  |                   |
| CST BRANDS HOLDINGS, INC. | EASY STREET WINGS                             | 86895119   | 2/2/2016    |                  |                   |



|                           |   |          |            |                        |            |
|---------------------------|---|----------|------------|------------------------|------------|
| CST BRANDS HOLDINGS, INC. | EASY STREET WINGS<br>(words and design)   | 86895136 | 2/2/2016   |                        |            |
| CST BRANDS HOLDINGS, INC. | EASY STREET WRAPS TO GO                   | 86900049 | 2/7/2016   |                        |            |
| CST BRANDS HOLDINGS, INC. | FREEDOM                                   | 86712360 | 8/2/2015   |                        |            |
| CST BRANDS HOLDINGS, INC. | FREEDOM VALU CENTER                       | 86712363 | 8/2/2015   |                        |            |
| CST BRANDS HOLDINGS, INC. | NICE N EASY GROCERY<br>(words and design) | 86862876 | 12/31/2015 |                        |            |
| CST BRANDS HOLDINGS, INC. | NICE N EASY GROCERY SHOPPES               | 86862814 | 12/31/2015 |                        |            |
| CST BRANDS HOLDINGS, INC. | NICE N EASY SHOPPE<br>(words and design)  |          |            | 43200678<br>(New York) | 5/11/1998  |
| CST BRANDS HOLDINGS, INC. | SIMPLY FRESH.<br>ALWAYS FRIENDLY.         | 86826466 | 11/19/2015 |                        |            |
| CST BRANDS HOLDINGS, INC. | U FORCE<br>(words and design)             | 86608046 | 4/23/2015  | 4859585                | 11/24/2015 |
| CST BRANDS HOLDINGS, INC. | U FORCE<br>(words and design)             | 86608003 | 4/23/2015  | 4859581                | 11/24/2015 |
| CST BRANDS HOLDINGS, INC. | U FORCE SPORT                             | 86607932 | 4/23/2015  | 4859573                | 11/24/2015 |
| CST BRANDS HOLDINGS, INC. | U FORCE SPORT<br>(words and design)       | 86608297 | 4/23/2015  | 4859605                | 11/24/2015 |
| CST BRANDS HOLDINGS, INC. | WHOOPIE! BITES                            | 86630512 | 5/14/2015  |                        |            |

### **TRADEMARK LICENSES**

| Description of Trademark License | Name of Licensor | Registration Number of underlying Trademark |
|----------------------------------|------------------|---|
| None                             |                  |   |