

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM376438

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CST Brands Holdings, Inc.		03/10/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative agent		
Street Address:	7711 Plantation Road		
Internal Address:	MAC R4058-017		
City:	Roanoke		
State/Country:	VIRGINIA		
Postal Code:	24019		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	4668215	CST	
Registration Number:	4668216	CST	
Registration Number:	4668214	CST BRANDS	
Registration Number:	4624977	FRESH CHOICES	
Registration Number:	4605594	FRESH CHOICES	
Registration Number:	4605593	FRESH CHOICES	
Registration Number:	4763354	CIBOLO MOUNTAIN	
Registration Number:	4802428	DELIGHT MORE CUSTOMERS EVERY DAY	
Registration Number:	4695706	FC	
Registration Number:	4844402	FC SPARKLE	
Registration Number:	4357570	FRESH CHOICES	
Registration Number:	4696030	MAKING WHOOPIE...PIES	
Registration Number:	4799194	MAKING WHOOPIE...PIES	
Registration Number:	4818762	PIPELINE COMMERCIAL	
Registration Number:	4784656	PUFF PIE STUFFED & SAVORY	
Registration Number:	4708351	TACO ROLLOS	
Registration Number:	4794500	HALFY HOUR	
Registration Number:	4799193	GET HATCHED!	

OP \$690.00 4668215

Property Type	Number	Word Mark
Registration Number:	1341695	NICE N EASY GROCERY SHOPPE
Registration Number:	3129600	NICE N EASY GROCERY SHOPPE
Registration Number:	3126824	NICE N EASY SHOPPES
Registration Number:	3362294	EASY STREET EATERY
Registration Number:	3334514	EASY STREET EATERY
Registration Number:	3517712	CHILLVILLE
Serial Number:	86497378	CORNER STORE COUNTRY RUN DOWN-HOME FAMIL
Serial Number:	86497866	CORNER STORE COUNTRY RUN DOWN-HOME FAMIL
Serial Number:	86905882	MAMA MIA'S CLASSIC PIZZA

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 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:	03/11/2016

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 10, 2016 (this "Agreement"), is made by CST Brands Holdings, Inc. a Delaware corporation ("Brands Holdings"), and CST Arizona Stations, Inc., a Delaware corporation ("Arizona Stations") and, collectively with Brands Holdings, the "Grantors") 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"), each 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 each 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, each 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.

WHEREAS, security interests in the Trademarks listed on Part I of Schedule A hereto (the "Pledged Trademarks") were previously granted to the Agent pursuant to that certain Trademark Security Agreement, dated as of February 27, 2015 (the "2015 Trademark Security Agreement"), by CST Brands, Inc., a Delaware corporation, CST Services LLC, a Delaware limited liability company, and CAPL Operations I, LLC, a Delaware limited liability company, in favor of the Agent.

WHEREAS, the Pledged Trademarks were assigned to Brands Holdings, and Brands Holdings desires to confirm that Agent continues to hold a security interest in the Pledged Trademarks.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree 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. Each 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 Part II of 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 Part II of 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. Confirmation of Security Interest in Pledged Trademarks

Brands Holdings hereby confirms that the Agent continues to hold a security interest in the Pledged Trademarks and all other rights, titles and interests granted by the 2015 Trademark Security Agreement.

SECTION 4. 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 Grantors hereby acknowledge and affirm 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 5. 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 6. Counterparts

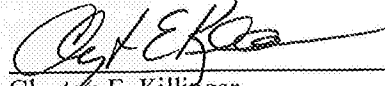
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic imaging means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed 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, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

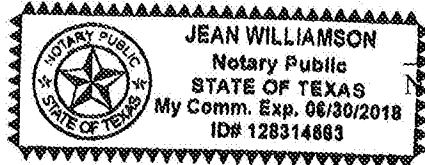
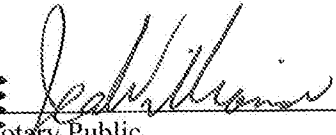
GRANTORS

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

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

STATE OF TEXAS)
) ss.
COUNTY OF BEXAR)

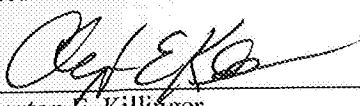
On this 10th day of March, 2016 before me personally appeared Clayton E. Killinger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing Trademark Security Agreement on behalf of CST Brands Holdings, Inc. who being by me duly sworn did depose and say that he 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

[Signature Page to Trademark Security Agreement]

CST Arizona Stations, Inc.
as Grantor

By:

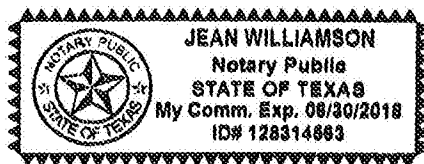

Clayton E. Killinger
Executive Vice President and Chief
Financial Officer

STATE OF TEXAS)

) ss.

COUNTY OF BEXAR)

On this 10th day of March, 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 Arizona Stations, Inc. who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.




Notary Public

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005750 FRAME: 0057

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

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

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005750 FRAME: 0058

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Part I:

United States Federal Trademarks

Owning Entity	Mark	Serial No.	Filing Date	Registration No.	Registration Date
CST Brands Holdings, Inc.	CST (word and design)	85917878	4/29/13	4668215	1/6/15
CST Brands Holdings, Inc.	CST (words only)	85917902	4/29/13	4668216	1/6/15
CST Brands Holdings, Inc.	CST Brands	85917830	4/29/13	4668214	1/6/15
CST Brands Holdings, Inc.	Fresh Choices	86238439	4/1/14	4624977	10/21/14
CST Brands Holdings, Inc.	Fresh Choices	86238437	4/1/14	4605594	9/16/14
CST Brands Holdings, Inc.	Fresh Choices	86238436	4/1/14	4605593	9/16/14
CST Brands Holdings, Inc.	Cibolo Mountain (words and design)	86346149	7/23/14	4763354	6/30/15
CST Brands Holdings, Inc.	Corner Store Country Run Down-Home Family Fun	86497378	1/7/15		
CST Brands Holdings, Inc.	Corner Store Country Run Down-Home Family Fun (words and design)	86497866	1/7/15		
CST Brands Holdings, Inc.	Delight More Customers Every Day	86389458	9/9/14	4802428	9/1/15
CST Brands Holdings, Inc.	FC (words and design)	86346145	7/23/14	4695706	3/3/15
CST Brands Holdings, Inc.	FC Sparkle (words and design)	86513166	1/23/15	4844402	11/3/15
CST Brands Holdings, Inc.	Fresh Choices (words and design)	85757936	10/18/12	4357570	6/25/13
CST Brands Holdings, Inc.	Making Whoopie Pies (words and design)	86389064	2/2/14	4696030	3/3/15
CST Brands Holdings, Inc.	Making Whoopie Pies (words and design)	86501295	1/12/15	4799194	8/25/15
CST Brands Holdings, Inc.	Pipeline Commercial (words and design)	86187422	2/7/14		
CST Brands Holdings, Inc.	Pipeline Commercial (words and design)	86187424*	2/7/14	4818762	9/22/15
CST Brands Holdings, Inc.	Puff Pie Stuffed & Savory (words and design)	86389061	9/9/14	4784656	8/14/15

* An "intent-to-use" application.

CST Brands Holdings, Inc.	Taco Rollo's (words and design)	86389060	9/9/14	4708351	3/24/15
CST Brands Holdings, Inc.	Halfy Hour	86496665	1/6/15	4794500	8/19/15
CST Brands Holdings, Inc.	Get Hatched!	86501229	1/12/15	4799193	8/25/15
CST Brands Holdings, Inc.	Nice N Easy Grocery Shoppe (with original Logo)	73506609	11/1/84	1341695	6/11/85
CST Brands Holdings, Inc.	Nice N Easy Grocery Shoppe	78705860	9/2/05	3129600	8/15/06
CST Brands Holdings, Inc.	Nice N Easy Shoppes	78705859	9/2/05	3126824	8/8/06
CST Brands Holdings, Inc.	Easy Street Eatery	78705537	9/1/05	3362294	1/1/08
CST Brands Holdings, Inc.	Easy Street Eatery (with Logo)	78705544	9/1/05	3334514	11/13/07
CST Brands Holdings, Inc.	Chillville	77272246	10/14/08	3517712	10/14/08

State of New York Trademarks

Owning Entity	Mark	Original Registration No.	Registration Date	Renewal Registration No.
CST Brands Holdings, Inc.	Nice N Easy Grocery Shoppe (with original Logo)	S15849	11/6/97	S20237
CST Brands Holdings, Inc.	Nice N Easy Shoppe	S16120	5/11/98	S20265
CST Brands Holdings, Inc.	Mama Mia's Classic Pizza	S16121	5/11/98	S20266
CST Brands Holdings, Inc.	Nice N Easy Shoppe	S16119	5/11/98	S20267
CST Brands Holdings, Inc.	Nice N Easy Grocery Shoppe	S15846		S20236
CST Brands Holdings, Inc.	Nice N Easy Grocery Shoppe (with updated Logo)	S19675	6/21/06	
CST Brands Holdings, Inc.	Easy Street Eatery (with Logo)	S19652	6/21/06	

Part II:**United States Federal Trademarks**

Owning Entity	Mark	Serial No.	Filing Date
CST Brands Holdings, Inc.	Mama Mia's Classic Pizza	86905882	2/12/16

State of Arizona Trademarks

Owning Entity	Mark	Original Registration No.	Registration Date
CST Arizona Stations, Inc.	CST Corner Store	584776	11/04/13
CST Arizona Stations, Inc.	Diamond Shamrock Corner Store	583367	10/15/13

State of New York Trademarks

Owning Entity	Mark	Original Registration No.	Registration Date
CST Brands Holdings, Inc.	Nice N Easy Shoppe (words and design)	43200678	5/11/1998
CST Brands Holdings, Inc.	Nice N Easy Grocery Shoppe	S15849	11/6/97