

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM390408

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amendment No. 2 to Amended and Restated Trademark Collateral Assignment and Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TA Operating LLC		06/24/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Capital Finance, LLC		
<b>Street Address:</b>	10 South Wacker Drive, 13th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 24</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1130163	QUAKER STEAK & LUBE	
<b>Registration Number:</b>	2285610	ONTENNA	
<b>Registration Number:</b>	2555610	GOLDEN GARLIC	
<b>Registration Number:</b>	2544689	ARIZONA RANCH	
<b>Registration Number:</b>	2810118	LEADED LUBE-N-ADE	
<b>Serial Number:</b>	76477828	THUNDER ALLEY	
<b>Registration Number:</b>	2771489	AIN'T NO SECRET ... IT'S THE SAUCE!!	
<b>Registration Number:</b>	2771490	WING-O-METER	
<b>Registration Number:</b>	2771492	PHIL-M-UP	
<b>Registration Number:</b>	2788571	BUCKEYE BBQ	
<b>Registration Number:</b>	2943925	LOUISIANA LICKERS	
<b>Registration Number:</b>	2083548	QUAKER STEAK & WINGS	
<b>Registration Number:</b>	2771494	MUNCH BUCKET OF BOLTS	
<b>Registration Number:</b>	2880832	THE LUBE	
<b>Registration Number:</b>	3536015	QUAKER STEAK & LUBE BEST WINGS USA	
<b>Registration Number:</b>	4026171	SPRINTSTER	
<b>Registration Number:</b>	4034473	PICK-UP WINGO WINDOW	
<b>Registration Number:</b>	4026172	THAI 'R' CRACKER	

OP \$615.00 1130163

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4163972	MAGNA FRIES
Registration Number:	4157577	LUBEBURGER
Registration Number:	4205359	BAR JAR
Registration Number:	1343388	BAVARIAN FUN FEST
Registration Number:	4742660	LUBE LOYALTY
Serial Number:	86689361	REVVED-UP REWARDS

**CORRESPONDENCE DATA**

Fax Number: 8009144240  
*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: 614-280-3566  
Email: james.murray@wolterskluwer.com  
Correspondent Name: James Murray  
Address Line 1: 4400 Easton Commons Way, Suite 125  
Address Line 2: CT Corporation  
Address Line 4: Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Joanne BL Arnold
<b>SIGNATURE:</b>	/Joanne BL Arnold/
<b>DATE SIGNED:</b>	07/06/2016

**Total Attachments: 9**  
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AMENDMENT NO. 2  
TO  
AMENDED AND RESTATED  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

AMENDMENT NO. 2 TO AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT made this 24 day of June, 2016 (this "Amendment"), by and among TA OPERATING LLC, a Delaware limited liability company ("Debtor") and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, in its capacity as agent ("Agent"), pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the financial institutions which are parties thereto as lenders (each individually, a "Lender" and collectively, "Lenders") and as otherwise provided therein.

W I T N E S S E T H:

WHEREAS, Agent, Lenders, TravelCenters of America LLC, a Delaware limited liability company ("TravelCenters") and Debtor (together with TravelCenters, individually each an "Existing Borrower" and collectively, "Existing Borrowers") have entered into financing arrangements pursuant to which Agent and Lenders may make loans and advances and provide other financial accommodations to Existing Borrowers as set forth in the Amended and Restated Loan and Security Agreement, dated October 25, 2011, by and among Agent, Lenders, Existing Borrowers, and certain affiliates of Existing Borrowers (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Amendment (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements");

WHEREAS, to secure the payment and performance of the Obligations, Debtor executed and delivered to Agent the Amended and Restated Trademark Collateral Assignment and Security Agreement, dated October 25, 2011, as amended by Amendment No. 1 to Amended and Restated Trademark Collateral Assignment and Security Agreement, dated February 26, 2014 (as amended, the "Trademark Security Agreement"), pursuant to which Debtor and Girkin Development, LLC, a Kentucky limited liability company (which was subsequently merged into Debtor), granted to Agent a security interest in and to the Collateral (as defined in the Trademark Security Agreement);

WHEREAS, in accordance with the provisions of the Trademark Security Agreement Agreement, Debtor has agreed to enter into this Amendment;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Grant of Security Interest; Collateral Assignment.

(a) To secure payment and performance of all Obligations, Debtor hereby grants to Agent, for itself and the benefit of Secured Parties, a continuing security interest in, a lien upon, and a right of set off against, and hereby collaterally assigns to Agent, for itself and the benefit of Secured Parties, as security, all of the following personal property, and interests in personal property, of Debtor, whether now owned or hereafter acquired or existing, and wherever located (collectively, but excluding the items contained in Section 1(b) hereof, the "Debtor Collateral"): (i) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (A) all of Debtor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademark registrations and trademark applications described in Second Supplement to Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, all terms and designs related thereto, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Debtor Trademarks"); and (B) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (ii) the goodwill of the business symbolized by each of the Debtor Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Debtor Trademarks; (iii) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Debtor Trademarks; (iv) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (v) the right to sue for past, present and future infringements thereof; (vi) all rights corresponding thereto throughout the world; and (vii) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Debtor Trademarks.

(b) Notwithstanding anything to the contrary contained in Section 1(a) hereof, the types or items of Debtor Collateral shall not include (i) any Excluded Assets; (ii) any rights or interest in any contract, lease, permit, license, charter or license agreement covering real or personal property of Debtor, as such, if under the items of such contract, lease, permit, license, charter or license agreement, or applicable law with respect thereto, the valid grant of a security interest or lien therein to Agent is prohibited and such prohibition has not been or is not waived or the consent of the other party to such contract, lease, permit, license, charter or license agreement has not been or is not otherwise obtained; provided, that, the foregoing exclusion shall in no way be construed (A) to apply if any such prohibition is unenforceable under the UCC or other applicable law or (B) so as to limit, impair or otherwise affect Agent's unconditional continuing security interests in and liens upon any rights or interests of Debtor in or to monies due or to become due under such contract, lease, permit, license, charter or license agreement (including any Receivables), or (iii) any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability, or result in the abandonment, voiding or cancellation, of such intent-to-use trademark applications under applicable federal law, provided that upon

submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. § 1051 (c) or (d) (or any successor provisions), such intent-to-use trademark application shall be considered Debtor Collateral hereunder.

2. Amendments to Definitions; Exhibits.

(a) The following definitions in the Trademark Security Agreement are hereby amended as follows:

(i) The definition of Trademarks is hereby amended to include, in addition and not by way of limitation, the Debtor Trademarks.

(ii) The definition of Collateral is hereby amended to include, in addition and not by way of limitation, the Debtor Collateral.

(iii) Exhibit A to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the information set forth on the Second Supplement to such Exhibit attached hereto.

(b) For purposes of this Amendment, unless otherwise defined herein, all capitalized terms used herein which are defined in the Loan Agreement shall have the meaning given to such terms in the Loan Agreement.

3. Acknowledgment. Debtor hereby expressly (a) agrees to perform, comply with and be bound by all terms, conditions and covenants of the Trademark Security Agreement, with the same force and effect as if Debtor had originally executed and been an original Debtor signatory to the Trademark Security Agreement, (b) is deemed to make as to itself, and is in all respects bound by, all representations and warranties made by Debtor to Agent and Lenders set forth in the Trademark Security Agreement, and (c) agrees that Agent, for itself and the benefit of Secured Parties, shall have all rights, remedies and interests, including security interests in and liens upon the Collateral granted to Agent pursuant to Section 1 hereof, under and pursuant to the Trademark Security Agreement, with respect to Debtor and its properties and assets with the same force and effect as Agent, for itself and the benefit of Secured Parties, has with respect to Debtor and its assets and properties, as if Debtor had originally executed and had been an original Debtor signatory to the Trademark Security Agreement.

4. Further Assurances. Debtor shall execute and deliver such additional documents and take such additional actions as may be reasonably requested by Pledgee to effectuate the provisions and purposes of this Amendment.

5. Governing Law. The rights and obligations hereunder of each of the parties hereto shall be governed by and interpreted and determined in accordance with the internal laws of the State of New York (without giving effect to principles of conflict of laws).

6. Binding Effect. This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

7. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Agreement or waivers of or consents under any provisions

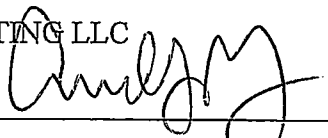
thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, as amended by the Joinder Agreement, the term or provision of the Loan Agreement, as amended by the Joinder Agreement, shall control.

8. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall have the same force and effect as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart of this Amendment, but the failure to do so shall not affect the validity, enforceability, and binding effect of this Amendment.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Debtor and Agent have executed this Amendment as of the day and year first above written.

TA OPERATING LLC

By:   
Name: \_\_\_\_\_  
Title: Andrew J. Rebholz  
Executive Vice President,  
CFO and Treasurer

WELLS FARGO CAPITAL FINANCE, LLC,  
as Agent

By:   
Name: \_\_\_\_\_  
Title: ~~Andrew J. Rebholz~~  
~~Executive Vice President,~~  
~~CFO and Treasurer~~



IN WITNESS WHEREOF, Debtor and Agent have executed this Amendment as of the day and year first above written.

TA OPERATING LLC

By: \_\_\_\_\_  
Name:  
Title:

WELLS FARGO CAPITAL FINANCE, LLC,  
as Agent

By: Laura Wheeland  
Name: *Laura Wheeland*  
Title: *Vice President*

SECOND SUPPLEMENT TO EXHIBIT A  
TO  
AMENDED AND RESTATED  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

The following additional information is hereby added to Exhibit A to Amended and Restated Trademark Collateral Assignment and Security Agreement:

Trademark Registrations and Trademark Applications of TA Operating LLC

<b>Mark</b>	<b>Country</b>	<b>Status</b>	<b>Serial #</b>	<b>Registration #</b>	<b>Date of Registration</b>
QUAKER STEAK & LUBE	United States	Registered	73/186,984	1,130,163	1/29/1980 Renewed 1/29/2010
ONTENNA	United States	Registered	75/596,637	2,285,610	10/12/1999 Renewed 10/12/2009
GOLDEN GARLIC	United States	Registered	76/224,688	2,555,610	4/02/2002 Renewed 4/12/2010
ARIZONA RANCH	United States	Registered	76/224,690	2,544,689	3/05/2002 Renewed 3/05/2012
LEADED LUBE-N-ADE	United States	Registered	76/447,950	2,810,118	2/03/2004 Renewed 9/18/2013
THUNDER ALLEY	United States	Registered	76/477,828	2,895,510	7/06/2004 Renewed 6/14/2014
AIN'T NO SECRET IT'S THE SAUCE	United States	Registered	76/477,829	2,771,489	10/07/2003 Renewed 8/15/2013
WING-O-METER	United States	Registered	76/477,830	2,771,490	10/07/2003 Renewed 9/18/2013
PHIL-M-UP	United States	Registered	76/477,951	2,771,492	10/07/2003 Renewed 3/25/2013
BUCKEYE BBQ	United States	Registered	76/477,953	2,788,571	12/02/2003 Renewed 3/25/2013
LOUISIANA LICKERS	United States	Registered	78/400,034	2,943,925	04/26/2005 Renewed 6/27/2014

QUAKER STEAK & WINGS	United States	Registered	75/108,588	2,083,548	7/29/1997 Renewed 07/29/2007
MUNCH BUCKET OF BOLTS	United States	Registered	76/477,955	2,771,494	10/07/2003 Renewed 3/25/2013
THE LUBE	United States	Registered	76/493,983	2,880,832	9/07/2004 Renewed 6/26/2014
QUAKER STEAK & LUBE BEST WINGS USA	United States	Registered	77/241,753	3,536,015	11/25/2008
SPRINTSTER	United States	Registered	85/247,810	4,026,171	09/03/2011
PICK-UP WINGO WINDOW	United States	Registered	85/247,812	4,034,473	10/04/2011
THAI 'R' CRACKER	United States	Registered	85/247,813	4,026,172	9/13/2011
MAGNA FRIES	United States	Registered	85/488,098	4,163,972	6/26/2012
LUBEBURGER	United States	Registered	85/488,094	4,157,577	6/12/2012
BAR JAR	United States	Registered	85/530,836	4,205,359	9/11/2012
BAVARIAN FUN FEST	United States	Registered	73/400,541	1,343,388	6/18/1985 Renewed 7/11/2015
LUBE LOYALTY	United States	Registered	86/381,178	4,742,660	5/26/2015
REVVED-UP REWARDS	United States	Pending	86/689,361		