

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM393220

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Supplement to Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GPM INVESTMENTS, LLC		07/26/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VPS CONVENIENCE STORE GROUP, LLC		
<b>Street Address:</b>	5200 Town Center Circle, Suite 600		
<b>City:</b>	Boca Raton		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33486		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4088938	PERFECT HARVEST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027393001		
<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>			
<b>Phone:</b>	202-739-5723		
<b>Email:</b>	carolyn.himmelfarb@morganlewis.com		
<b>Correspondent Name:</b>	Carolyn Himmelfarb		
<b>Address Line 1:</b>	1111 Pennsylvania Avenue, N.W.		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>NAME OF SUBMITTER:</b>	Carolyn Himmelfarb		
<b>SIGNATURE:</b>	/Carolyn Himmelfarb/		
<b>DATE SIGNED:</b>	07/29/2016		
<b>Total Attachments: 5</b>			
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**SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**

This Supplement to Trademark Security Agreement (“Supplement”), dated as of July 26, 2016, is by and between **GPM INVESTMENTS, LLC**, a Delaware limited liability company (the “Grantor”) in favor of **VPS CONVENIENCE STORE GROUP, LLC**, a Delaware limited liability company (the “Lender”).

**BACKGROUND**

WHEREAS, GPM WOC Holdco, LLC has entered into that certain Subordinated Secured Promissory Note (the “Subordinated Note”; terms capitalized herein but not otherwise defined herein shall have the same meanings ascribed to them in the Subordinated Note), dated as of June 3, 2015, in favor of Lender, pursuant to which Lender has provided for the extension of credit to be made to GPM WOC Holdco, LLC; and

WHEREAS, Grantor entered into that certain Purchaser Parent Guaranty, dated as of February 11, 2015 (as same may be amended, restated, supplemented or modified from time to time, the “Guaranty”) guaranteeing GPM WOC Holdco, LLC’s obligations under the Stock Purchase Agreement (as same may be amended, restated, supplemented or modified from time to time, the “Purchase Agreement”) dated as of February 11, 2015 among WOC Southeast Holding Corp., GPM WOC Holdco, LLC, the Lender and, for certain limited purposes, the Grantor, which obligations under the Purchase Agreement include the obligations under the Subordinated Note; and

WHEREAS, Grantor and Lender have entered into that certain Pledge and Security Agreement, dated as of June 3, 2015 (as same may be amended, restated, supplemented or modified from time to time, the “Security Agreement”); and

WHEREAS, Grantor and Lender have entered into that certain Trademark Security Agreement, dated as of June 3, 2015 (as same may be amended, restated, supplemented or modified from time to time, the “IP Security Agreement”);

A. Pursuant to the Security Agreement and the IP Security Agreement, Grantor granted to Lender a lien on and security interest in all of Grantor’s Trademarks (as defined therein).

B. Grantor has acquired a certain additional trademark set forth on Schedule 1(A) attached hereto and made part hereof (collectively, the “Additional Trademark”).

C. Grantor and Lender desire to execute this Supplement for the purpose of, inter alia, granting, ratifying and confirming Lender’s lien on and security interest in the Additional Trademark, as set forth more fully in the IP Security Agreement and for recording in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor, intending to be legally bound hereby, covenants and agrees as follows:

1. In consideration of and pursuant to the terms of the Security Agreement and the IP Security Agreement and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Grantor grants a lien and security interest to Lender in all of its present and future right, title and interest in and to the Additional Trademark and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Grantor acknowledges and confirms that the rights and remedies of Lender with respect to the security interest in the Additional Trademark granted hereby are more fully set forth in the Security Agreement and the IP Security Agreement, the terms and provisions of which are incorporated herein by reference. All references to the IP Security Agreement contained the Security Agreement or the Security Documents shall be deemed, for all purposes, to also refer to and include this Supplement.

3. Schedule 1 to the IP Security Agreement is hereby supplemented by the information contained on Schedule 1(A) attached hereto. All references to Schedule 1 contained in the Security Agreement, IP Security Agreement or the Security Documents shall be deemed, for all purposes, to also refer to and include Schedule 1(A).

4. Except as expressly amended by this Supplement, all of the terms, conditions and provisions of the Security Agreement and the IP Security Agreement are hereby ratified and continue unchanged and remain in full force and effect.

5. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile or PDF shall also bind the parties hereto.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

**GPM INVESTMENTS, LLC**

By: \_\_\_\_\_  
Name: *Manuel*  
Title: *General*

By: \_\_\_\_\_  
Name: *Don Baxell*  
Title: *CFO*

[SIGNATURE PAGE TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT]

Acknowledged and Accepted:

**VPS CONVENIENCE STORE GROUP, LLC,**  
as Lender

By: 

Name: Jared Wien

Title: Vice President

[SIGNATURE PAGE TO SUPPLEMENT TO TRADEMARK SECURITY  
AGREEMENT]

TRADEMARK  
REEL: 005842 FRAME: 0449

**SCHEDULE 1(A)**

**TRADEMARK**

<b><u>Owner</u></b>	<b><u>Service Mark</u></b>	<b><u>App. Serial No./ Registration No.</u></b>	<b><u>App. filing/ Registration Date</u></b>	<b><u>Status</u></b>
GPM Investments, LLC	PERFECT HARVEST	85194226/ 4088938	12-9-2010/ 1-17-2012	Registered