

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM400636

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GPM INVESTMENTS, LLC		09/30/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	COMMERCIAL LOAN SERVICE CENTER/DCC		
<b>Internal Address:</b>	500 FIRST AVENUE		
<b>City:</b>	PITTSBURGH		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4746362	JIFFI STOP	
<b>Registration Number:</b>	4680045	LUIGI'S PIZZA AND SUBS	
<b>Registration Number:</b>	4680046	CAPITAL CITY BREWERY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>	215-569-5619		
<b>Email:</b>	PECSENYE@BLANKROME.COM		
<b>Correspondent Name:</b>	TIMOTHY D. PECSENYE		
<b>Address Line 1:</b>	ONE LOGAN SQUARE		
<b>Address Line 2:</b>	8TH FLOOR		
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	074658-01851		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/		
<b>DATE SIGNED:</b>	10/03/2016		
<b>Total Attachments: 5</b>			

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## **SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**

This Supplement to Trademark Security Agreement (“Supplement”), dated as of September 30, 2016, is by and between **GPM INVESTMENTS, LLC**, a Delaware limited liability company (“Grantor”) and **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as agent (“Agent”) for the Lenders.

### **BACKGROUND**

This Supplement is being delivered in connection with (i) that certain Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated as of August 6, 2013, by and among Grantor, GPM1, LLC, GPM2, LLC, GPM3, LLC, GPM4, LLC, GPM5, LLC, GPM6, LLC, GPM8, LLC, GPM9, LLC, GPM Southeast, LLC, GPM Transportation, LLC, E CIG Licensing, LLC, GPM Midwest, LLC, GPM Midwest 18, LLC, GPM Apple, LLC (together with each Person joined thereto as a borrower from time to time, collectively, the “Borrowers” and each a “Borrower”), certain financial institutions which are now or which hereafter become a party thereto as lenders (“Lenders”) and Agent (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the “Loan Agreement”) and (ii) that certain Trademark Security Agreement dated November 22, 2011 by Grantor in favor of Agent (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the “IP Security Agreement”). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the IP Security Agreement.

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

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

C. Grantor and Agent desire to execute this Supplement for the purpose of, *inter alia*, granting, ratifying and confirming Agent’s lien on and security interest in the Additional Trademarks, 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 Loan Agreement, the IP Security Agreement and the Other Documents (as defined in the Loan 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 Agent for the ratable benefit of Lenders, in all of its present and future right, title and interest in and to the Additional Trademarks 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 Agent with respect to the security interest in the Additional Trademarks granted hereby are more fully set forth in the Loan 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 in the Loan Agreement or the Other 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 Loan Agreement, IP Security Agreement or the Other 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 Loan 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**

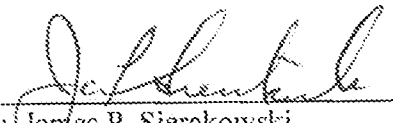
By:   
Name: Arie Kotler  
Title: Chief Executive Officer

By:   
Name: Don Bassell  
Title: Chief Financial Officer

**[SIGNATURE PAGE TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT]**

Acknowledged and Accepted:

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By:   
Name: James P. Sierakowski  
Title: Vice President

[SIGNATURE PAGE TO SUPPLEMENT TO TRADEMARK SECURITY  
AGREEMENT]

**SCHEDULE 1(A)**

**TRADEMARKS**

<b><u>Owner<sup>1</sup></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	JIFFI STOP	86255589/474636 2	April 17, 2014/June 2, 2015	Registered
GPM Investments, LLC	LUIGI'S PIZZA AND SUBS	86258006/468004 5	April 21, 2014/January 27, 2015	Registered
GPM Investments, LLC	CAPITAL CITY BREWERY	86258041/468004 6	April 21, 2014/ January 27, 2015	Registered

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<sup>1</sup> The trademarks are being transferred from S.S.S. Development, Inc. to GPM Investments, LLC under that certain Trademark Assignment by S.S.S. Development, Inc. in favor of GPM Investments, LLC made in connection with the Jiffi Stop Acquisition and such ownership transfer will be recorded with the USPTO.