

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400639

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GPM INVESTMENTS, LLC		09/30/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	COMMERCIAL LOAN SERVICE CENTER/DCC		
Internal Address:	500 FIRST AVENUE		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4746362	JIFFI STOP	
Registration Number:	4680045	LUIGI'S PIZZA AND SUBS	
Registration Number:	4680046	CAPITAL CITY BREWERY	
Registration Number:	4088938	PERFECT HARVEST	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	215-569-5619		
Email:	PECSENYE@BLANKROME.COM		
Correspondent Name:	TIMOTHY D. PECSENYE		
Address Line 1:	ONE LOGAN SQUARE		
Address Line 2:	8TH FLOOR		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-15032		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	10/03/2016		

OP \$115.00 4746362

Total Attachments: 6

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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 among **GPM INVESTMENTS, LLC**, a Delaware limited liability company (“GPM Investments”), **GPM1, LLC**, a Delaware limited liability company (“GPM1”), **GPM2, LLC**, a Delaware limited liability company (“GPM2”), **GPM3, LLC**, a Delaware limited liability company (“GPM3”), **GPM4, LLC**, a Delaware limited liability company (“GPM4”), **GPM5, LLC**, a Delaware limited liability company (“GPM5”), **GPM6, LLC**, a Delaware limited liability company (“GPM6”), **GPM8, LLC**, a Delaware limited liability company (“GPM8”), **GPM9, LLC**, a Delaware limited liability company (“GPM9”), **GPM SOUTHEAST, LLC**, a Delaware limited liability company (“GPM Southeast”), **GPM TRANSPORTATION, LLC**, a Delaware limited liability company (“GPM Transportation”), **E CIG LICENSING, LLC**, a Delaware limited liability company (“E CIG”), **GPM MIDWEST, LLC**, a Delaware limited liability company (“GPM Midwest”, together with GPM Investments, GPM1, GPM2, GPM3, GPM4, GPM5, GPM6, GPM8, GPM9, GPM Southeast, GPM Transportation and E CIG, collectively, “Grantors”, and each a “Grantor”) and **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as agent (“Agent”) for the Lenders (as defined below).

BACKGROUND

WHEREAS, GPM WOC Holdco, LLC, a Delaware limited liability company (“GPM WOC”, and together with each Person joined to the Loan Agreement (as defined below) as a borrower from time to time, collectively, the “Borrowers”, and each a “Borrower”) entered into that certain Term Loan and Security Agreement with the financial institutions party thereto as lenders from time to time (the “Lenders”) and with Agent, dated as of June 3, 2015 (as amended, restated, supplemented or modified from time to time, the “Loan Agreement”), pursuant to which Agent and Lenders provided for the extension of credit to be made to Borrowers;

WHEREAS, Grantors and WOC Southeast Holding Corp., a Delaware corporation, Village Pantries Merger Sub, LLC, a Delaware limited liability company, Colonial Pantry Holdings, LLC, a Delaware limited liability company, Village Pantry Specialty Holding, LLC, a Delaware limited liability company, Marsh Village Pantries, LLC, an Indiana limited liability company, Village Pantry, LLC, an Indiana limited liability company, Mundy Realty, LLC, an Indiana limited liability company, ViVa Pantry & Petro Operations, LLC, a Delaware limited liability company, Village Variety Store Operations, LLC, a Delaware limited liability company, Next Door Group, LLC, a Delaware limited liability company, Pantry Property, LLC, an Indiana limited liability company, Next Door RE Property, LLC, a Delaware limited liability company, Next Door Operations, LLC, a Delaware limited liability company, Worsley Operating Company, LLC, a North Carolina limited liability company, LSF5 Cavalier Investments, LLC, a Delaware limited liability company, Virginia Oil Company, LLC, a Delaware limited liability company, WOCSC, LLC, a South Carolina limited liability company, Palm Food Stores, LLC, a Delaware limited liability company (collectively, the “WOC Entities”) executed that certain Guaranty and Suretyship Agreement in favor of Agent and Lenders dated as of June 3, 2015 (the “Guaranty Agreement”) guaranteeing all amounts owing by Borrowers to Agent and Lenders under the Loan Agreement;

WHEREAS, each Grantor granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by such Grantor's trademarks and all products and proceeds thereof pursuant to that certain Guarantor Security Agreement executed by Grantors and the WOC Entities in favor of Agent and Lenders dated as of June 3, 2015 (the "Guarantor Security Agreement"), to secure the payment of the obligations under the Guaranty Agreement;

WHEREAS, this Supplement is being delivered in connection with (i) the Guarantor Security Agreement and (ii) that certain Trademark Security Agreement dated as of June 3, 2015 by Grantors 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;

WHEREAS, pursuant to the Guarantor Security Agreement and the IP Security Agreement, each Grantor granted to Agent, for the benefit of Lenders, a lien on and security interest in, inter alia, all of such Grantor's Trademarks (as defined therein);

WHEREAS, GPM Investments has acquired certain additional trademarks set forth on Schedule 1(A) attached hereto and made part hereof (collectively, the "Additional Trademarks").

WHEREAS, Grantors 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, each Grantor, intending to be legally bound hereby, covenants and agrees as follows:

1. In consideration of and pursuant to the terms of the Guarantor 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, Grantors grant a lien and security interest to Agent for the ratable benefit of Lenders, in all of their 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. Each 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 Guarantor 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 in the Guarantor Security 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 Guarantor Security Agreement, Loan Agreement, IP Security Agreement or any of the Other Documents shall be deemed, for all purposes, to also refer to and include Schedule 1(A).

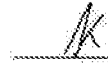
4. Except as expressly amended by this Supplement, all of the terms, conditions and provisions of the Guarantor Security Agreement and the IP Security Agreement are hereby ratified and continue unchanged and remain in full force and effect.

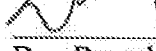
5. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile or PDF shall also bind the parties hereto.

SIGNATURE PAGES FOLLOW

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

GPM INVESTMENTS, LLC
GPM 1, LLC
GPM 2, LLC
GPM 3, LLC
GPM 4, LLC
GPM 5, LLC
GPM 6, LLC
GPM 8, LLC
GPM 9, LLC
GPM SOUTHEAST, LLC
GPM TRANSPORTATION, LLC
E CIG LICENSING, LLC
GPM MIDWEST, LLC

By: 
Name: Arie Kotler
Title: Chief Executive Officer

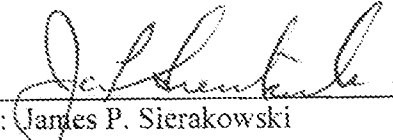
By: 
Name: Don Bassell
Title: Chief Financial Officer

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

**TRADEMARK
REEL: 005889 FRAME: 0487**

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)

TRADEMARK

<u>Owner¹</u>	<u>Service Mark</u>	<u>App. Serial No./ Registration No.</u>	<u>App. filing/ Registration Date</u>	<u>Status</u>
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
GPM Investments, LLC	PERFECT HARVEST	85194226/ 4088938	12-9-2010/ 1-17-2012	Registered

¹ The trademarks (other than the Perfect Harvest trademark) 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 (as defined in the Existing GPM Loan Agreement) and such ownership transfer will be recorded with the USPTO.