## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM401309

SUBMISSION TYPE:	NEW ASSIGNMENT
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**NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
S.S.S. Development, Inc.		10/06/2016	Corporation: ILLINOIS

#### **RECEIVING PARTY DATA**

Name:	GPM Investments, LLC
Street Address:	8565 Magellan Parkway, Suite 400
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23227
Entity Type:	Limited Liability Company: DELAWARE

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	4746362	JIFFI STOP
Registration Number:	4680045	LUIGI'S PIZZA AND SUBS
Registration Number:	4680046	CAPITAL CITY BREWERY

### **CORRESPONDENCE DATA**

Fax Number: 6785532212

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: 678 553 2100

Email: atltrademark@gtlaw.com **Correspondent Name:** Joel R. Feldman, Esq.

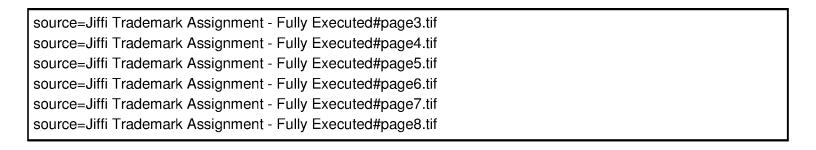
3333 Piedmont Rd. NE, Suite 2500 Address Line 1:

Address Line 2: Greenberg Traurig, LLP Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	140344.020000
NAME OF SUBMITTER:	Joel R. Feldman
SIGNATURE:	/jrf/
DATE SIGNED:	10/07/2016

## **Total Attachments: 8**

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## TRADEMARK ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, S.S.S. Development, Inc., an Illinois corporation, with an address of PO Box 49, Pittsfield, Illinois 62363 ("Assignor"), hereby assigns, sells, conveys and transfers to GPM Investments, LLC, a Delaware limited liability company, with an address of 8565 Magellan Parkway, Suite 400, Richmond, Virginia 2322 ("Assignee"), all rights, title and interests in and to the marks attached hereto as Exhibit A (the "Marks"), and the goodwill of the business with which the Marks are to be used, and all claims for damages by reason of infringement, with the right to sue for and collect the same for. its own use and for the use of its successors and assigns. Assignee is the successor in interest to the ongoing business of the applicant, or portion thereof to which the Marks pertains.

Assignee hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Marks to Assignee, or any assignee or successor thereto.

This Trademark Assignment shall be effective as of October 5, 2016.

ASSIGNOR:	ASSIGNEE:
Signed: Suith Name: David K. Smith Title: President	Signed: Name: Arie Kotler Title: CEO
	Signed: Name: Maury Bricks Title: General Counsel

STATE OF <u>Illian</u>) SS:

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that David Smith, personally known to me to be the President of SSS Development, Inc., an Illinois corporation, who is the Assignor, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as President of said corporation, he executed and delivered the

#### TRADEMARK ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, S.S.S. Development, Inc., an Illinois corporation, with an address of PO Box 49, Pittsfield, Illinois 62363 ("Assignor"), hereby assigns, sells, conveys and transfers to GPM Investments, LLC, a Delaware limited liability company, with an address of 8565 Magellan Parkway, Suite 400, Richmond, Virginia 2322 ("Assignee"), all rights, title and interests in and to the marks attached hereto as Exhibit A (the "Marks"), and the goodwill of the business with which the Marks are to be used, and all claims for damages by reason of infringement, with the right to sue for and collect the same for. its own use and for the use of its successors and assigns. Assignee is the successor in interest to the ongoing business of the applicant, or portion thereof to which the Marks pertains.

Assignee hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Marks to Assignee, or any assignee or successor thereto.

This Trademark Assignment shall be effective as of October 5, 2016.

ASSIGNOR:

Signed:
Name: David K. Smith
Title: President

Signed:
Name: Don Bassell
Title: CFO
Signed:
Name: Maury Bricks
Title: General Counsel

STATE OF

SS:
COUNTY OF

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that David Smith, personally known to me to be the President of SSS Development, Inc., an Illinois corporation, who is the Assignor, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as President of said corporation, he executed and delivered the

foregoing instrument pursuant to the authority given by said corporation, a act, and as the free and voluntary act of said corporation, for purposes there	s his free and voluntary ein set forth.
Given under my hand and seal this day of October 2016.	U
Notary Public: <u>u &gt; n</u> My Commissions Expires:	1-23-2019  -23-2019
	OFFICIAL SEAL LISA K. HILL Notary Public - State of Illinois My Commission Expires 1/23/2019
STATE OF) SS:	the colline of the co
COUNTY OF	
I, the undersigned, a Notary Public, in and for said County, in the Stacertify that Arie Kotler and Maury Bricks, personally known to me to be Counsel, respectively, of GPM Investments, LLC, a Delaware limited lia the Assignee, and personally known to me to be the same persons whose rethe foregoing instrument, appeared before me this day in person and sever as CEO and General Counsel, respectfully, of said limited liability compedelivered the foregoing instrument pursuant to the authority given by company, as their free and voluntary act, and as the free and voluntary act company, for purposes therein set forth.	e the CEO and General bility company, who is names are subscribed to ally acknowledged that any, they executed and y said limited liability
Given under my hand and seal this day of, 2016.	
Notary Public:	
My Commissions Expires:	

foregoing instrument pursuant to the authori act, and as the free and voluntary act of said	ty given by said corporation, as his free and voluntary corporation, for purposes therein set forth.
Given under my hand and seal this da	ay of October, 2016.
	Notary Public:
	My Commissions Expires:
STATE OF Virginia ) SS:	
certify that Don Bassell and Maury Bricks, Counsel, respectively, of GPM Investments the Assignee, and personally known to me t the foregoing instrument, appeared before n as CFO and General Counsel, respectfully, delivered the foregoing instrument pursua company, as their free and voluntary act, an company, for purposes therein set forth.	n and for said County, in the State aforesaid, do hereby personally known to me to be the CFO and General s, LLC, a Delaware limited liability company, who is to be the same persons whose names are subscribed to me this day in person and severally acknowledged that of said limited liability company, they executed and ant to the authority given by said limited liability d as the free and voluntary act of said limited liability
Given under my hand and seal this 29th da	ay of <u>September</u> , 2016.
ORDAN ORDAN ORDAN ORDAN ORDAN STROMMO TOTAN STROMO TOTAN STROMMO TOTAN STROMMO TOTAN STROMMO TOTAN STROMMO TOTAN STROMMO TOTAN STROMMO TOTAN STROMMO TOTAN STROMMO TOTAN STROMMO STROMMO TOTAN STROMMO TOTAN STROMMO TOTAN STROMMO TOTAN STROMMO STROMMO TOTAN STROMMO TOTAN STROMMO TOTAN STROMMO STROMO STROMMO STROMMO STROMMO STROMO STROMMO STROMMO STROMMO STROMMO STROMMO STROMMO STROMMO S	Notary Public: Diesa Avery My Commissions Expires: 31. Dec. 2019

# EXHIBIT A

Mark	Reg No.	Reg. Date
JIFFI STOP	4746362	June 2, 2015
LUIGI'S PIZZA AND SUBS	4680045	January 27, 2015
CAPITAL CITY BREWERY	4680046	January 27, 2015

TRADEMARK REEL: 005894 FRAME: 0770

**RECORDED: 10/07/2016**