

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402075

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GPM Investments, LLC		10/10/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	VPS Convenience Store Group, LLC		
Street Address:	5200 Town Center Circle, Suite 600		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33486		
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:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		
DATE SIGNED:	10/14/2016		
Total Attachments: 5			
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EXECUTION

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This Supplement to Trademark Security Agreement ("Supplement"), dated as of October 10, 2016, is by and between **GPM INVESTMENTS, LLC**, a Delaware limited liability company ("Grantor") and **VPS CONVENIENCE STORE GROUP, LLC**, a Delaware limited liability company (in its capacity as secured party lender, "Secured Party").

BACKGROUND

WHEREAS, GPM WOC Holdco, LLC has entered into that certain Subordinated Secured Promissory Note (as the same may be amended, restated, supplemented or modified from time to time, 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 VPS Convenience Store Group, LLC, as lender (in such capacity, "Lender"), pursuant to which Secured Party has provided for the extension of credit made to GPM WOC Holdco, LLC thereunder; 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 Secured Party and, for certain limited purposes, the Grantor, which obligations under the Purchase Agreement include the obligations under the Subordinated Note; and

WHEREAS, Grantor and Secured Party 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 Secured Party 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 Secured Party 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 Secured Party desire to execute this Supplement for the purpose of, inter alia, granting, ratifying and confirming Secured Party'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 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 Secured Party 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 Secured Party with respect to the security interest in the Additional Trademarks 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 in 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.

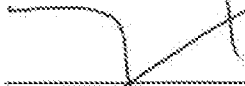
5. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile or PDF shall also bind the parties hereto.

SIGNATURE PAGES FOLLOW

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

GPM INVESTMENTS, LLC

By: 
Name: Don Bassell
Title: Chief Financial Officer

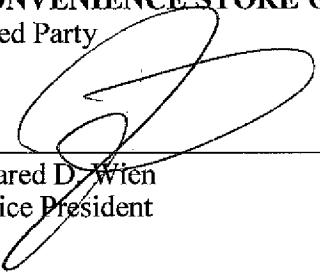
By: 
Name: Maury Bricks
Title: General Counsel

[SIGNATURE PAGE TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT]

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Acknowledged and Accepted:

VPS CONVENIENCE STORE GROUP, LLC,
as Secured Party

By: 
Name: Jared D. Wien
Title: Vice President

[SIGNATURE PAGE TO SUPPLEMENT TO TRADEMARK SECURITY
AGREEMENT]

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SCHEDULE 1(A)

TRADEMARKS

<u>Owner</u>¹	<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

¹ 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.