

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402488

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GPM SOUTHEAST, LLC		10/13/2016	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: 2			
Property Type	Number	Word Mark	
Registration Number:	5048670	EVERYDAY CAFE	
Registration Number:	5048671	EVERYDAY CAFE	
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:	074658-01851		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	10/19/2016		
Total Attachments: 5			
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SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This Supplement to Trademark Security Agreement (“Supplement”), dated as of October 13, 2016, is by and between **GPM SOUTHEAST, 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 GPM Investments, LLC, GPM1, LLC, GPM2, LLC, GPM3, LLC, GPM4, LLC, GPM5, LLC, GPM6, LLC, GPM8, LLC, GPM9, LLC, Grantor, 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 August 6, 2013, 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.

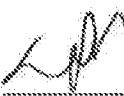
5. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile or PDF shall also bind the parties hereto.

SIGNATURE PAGE FOLLOWS

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

GPM SOUTHEAST, LLC

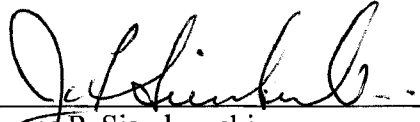
By: 
Name: Arie Kotler
Title: Chief Executive Officer

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]

TRADEMARK
REEL: 005902 FRAME: 0577

SCHEDULE 1(A)

TRADEMARKS

<u>Owner</u>	<u>Service Mark</u>	<u>App. Serial No./ Registration No.</u>	<u>App. filing/ Registration Date</u>	<u>Status</u>
GPM Southeast, LLC	EVERYDAY CAFE	86901645/5048670	February 9, 2016/September 27, 2016	Registered
GPM Southeast, LLC	EVERYDAY CAFE	86901648/5048671	February 9, 2016/September 27, 2016	Registered