

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM418539

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CST BRANDS HOLDINGS, INC.		02/28/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Administrative agent		
<b>Street Address:</b>	1700 LINCOLN STREET, 3RD FLOOR		
<b>Internal Address:</b>	MAC C7300-033		
<b>City:</b>	DENVER		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80203		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 44</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4971887	CORNER STORE	
Registration Number:	4976270	CORNER STORE	
Registration Number:	4991531	CORNER STORE MARKET	
Registration Number:	5041019	EASY STREET DINER & PIZZA	
Registration Number:	5062669	EASY STREET FROZEN DRINKS	
Registration Number:	5053492	EASY STREET SANDWICHES TO GO	
Registration Number:	5053493	EASY STREET SNACKS TO GO	
Registration Number:	4993553	EASY STREET WINGS	
Registration Number:	5013009	EASY STREET WINGS	
Registration Number:	4908798	FREEDOM	
Registration Number:	4949880	FREEDOM VALU CENTER	
Registration Number:	5017670	NICE N EASY GROCERY SHOPPES	
Registration Number:	5024186	NICE N EASY GROCERY SHOPPES	
Registration Number:	5071200	CUMBERLAND ISLAND COFFEE	
Registration Number:	4958890	FLASH FOODS	
Registration Number:	4950110	FLASH FOODS	
Registration Number:	4959798	REWARDS IN A FLASH	
Registration Number:	5112673		
<b>TRADEMARK</b>			

OP \$1115.00 4971887

Property Type	Number	Word Mark
Registration Number:	4958252	CORNER STORE COUNTRY RUN DOWN-HOME FAMIL
Registration Number:	4958253	CORNER STORE COUNTRY RUN DOWN-HOME FAMIL
Registration Number:	5112512	EASY STREET FROZEN DRINKS
Registration Number:	5067484	MAMA MIA'S CLASSIC PIZZA
Registration Number:	5085800	NICE N EASY DEALS APP
Registration Number:	5049845	PIPELINE COMMERCIAL
Registration Number:	4859581	U FORCE
Registration Number:	4859573	U FORCE SPORT
Registration Number:	4866012	CAP CROSSAMERICA PARTNERS LP
Registration Number:	2790279	CHOICE CIGARETTE DISCOUNT OUTLET
Registration Number:	4109552	TASTE THE VALUE
Registration Number:	2259783	TOBACCO COUNTRY
Registration Number:	3723436	U FORCE
Registration Number:	1870783	ULTRAQUICK
Registration Number:	2061401	UNI-MART
Registration Number:	2092163	ZOOMERZ
Serial Number:	86900040	CORNER STORE MARKET
Serial Number:	86900059	EASY STREET DINER PIZZA
Serial Number:	86900049	EASY STREET WRAPS TO GO
Serial Number:	87178974	#PUMPKINCREDIBLE
Serial Number:	87171580	CORNER POCKET
Serial Number:	86960306	NICE N EASY GROCERY SHOPPE
Serial Number:	86981435	NICE N EASY GROCERY SHOPPES
Serial Number:	86711525	CS CORNER STORE
Serial Number:	86740272	CUMBERLAND ISLAND COFFEE
Serial Number:	86960338	NICE N EASY GROCERY SHOPPE

#### CORRESPONDENCE DATA

Fax Number: 7147558290

*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: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 049275-0026

NAME OF SUBMITTER: Anna T Kwan

SIGNATURE: /atk/

DATE SIGNED:	03/06/2017
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**Total Attachments: 11**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 28, 2017 (this "Agreement"), is made by CST Brands Holdings, Inc., a Delaware corporation ("Brands Holdings"), and Flash Foods, LLC (formerly known as Flash Foods, Inc.), a Georgia limited liability company ("Flash Foods" and, together with Brands Holdings, collectively, the "Grantors"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the "Agent").

**WHEREAS**, in connection with that certain Credit Agreement dated as of March 20, 2013, among CST BRANDS, INC., a Delaware corporation, the Lenders and the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), each Grantor has entered into that certain Guarantee and Collateral Agreement dated as of May 1, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), pursuant to which each Grantor has assigned, transferred and granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

**WHEREAS**, each Grantor is required, pursuant to the Guarantee and Collateral Agreement, to execute and this Agreement in order to record the security interest in the Trademark Collateral granted to the Agent, for the benefit of the Secured Parties with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Agent, for the benefit of the Secured Parties, as follows:

### SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Guarantee and Collateral Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

### SECTION 2. Grant of Security Interest in Trademark Collateral

**SECTION 2.1 Grant of Security.** Each Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, wherever located and, in each case, now directly owned or at any time hereafter directly acquired and owned by such Grantor or in which such Grantor now has or at any time in the future directly acquires and holds any right, title or interest (collectively, the "Trademark Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

- (a) All domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names,

trade dress, trade styles, logos, Internet Domain Names and other indicia of origin or source identification, whether registered or unregistered, and with respect to any and all of the foregoing, and all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto (collectively, the “Trademarks”);

(b) all agreements, licenses and covenants providing for the grant to or from such Grantor of any right in or to any Trademark or otherwise providing for or permitting co-existence with respect to a Trademark (including, without limitation, those listed on Schedule A attached hereto; and

(c) in the case of clauses (a) and (b), (i) all extensions, renewals, and restorations thereof, (ii) all rights to sue or otherwise recover for any past, present and future infringement, dilution or other violation or impairment thereof, (iii) all Proceeds therefrom, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto and (iv) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, or the security interest granted under Section 2.1 hereof attach to, any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

### **SECTION 4. Governing Law**

THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK

(OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).

#### **SECTION 5. Counterparts**

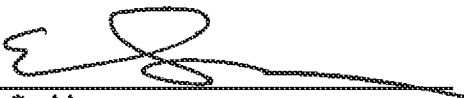
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic imaging means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission (e.g. “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart hereof.

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

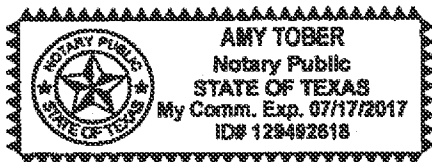
**GRANTORS**

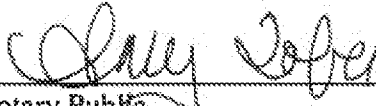
**CST Brands Holdings, Inc.**  
as a Grantor

By:   
Evan Smith  
Vice President and Treasurer

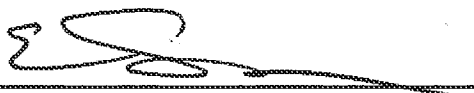
STATE OF TEXAS            )  
                                      )  
COUNTY OF BEXAR        )       ss.

On this 28<sup>th</sup> day of February, 2017 before me personally appeared Evan Smith, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing Trademark Security Agreement on behalf of CST Brands Holdings, Inc. who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



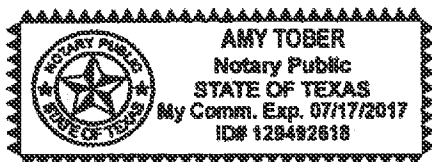
  
Notary Public

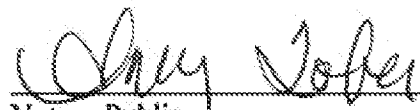
Flash Foods, LLC (formerly known as Flash  
Foods, Inc.)  
as a Grantor

By:   
Evan Smith  
Vice President and Treasurer

STATE OF TEXAS       )  
                                  )  
COUNTY OF BEXAR    )       ss.

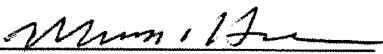
On this 27<sup>th</sup> day of February, 2017 before me personally appeared Evan Smith, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing Trademark Security Agreement on behalf of Flash Foods, LLC (formerly known as Flash Foods, Inc.) who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its sole member and that he acknowledged said instrument to be the free act and deed of said company.



  
Notary Public



Accepted and Agreed:  
WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: Mark Holm  
Title: Managing Director

*Signature Page to Trademark Security Agreement*

TRADEMARK  
REEL: 006002 FRAME: 0086

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Owning Entity	Mark	Serial No.	Filing Date	Registration No.	Registration Date
CST BRANDS HOLDINGS, INC.	CORNER STORE	86613188	4/28/2015	4971887	06/07/2016
CST BRANDS HOLDINGS, INC.	CORNER STORE (words and design)	86613208	4/28/2015	4976270	06/14/2016
CST BRANDS HOLDINGS, INC.	CORNER STORE MARKET	86678243	6/29/2015	4991531	07/05/2016
CST BRANDS HOLDINGS, INC.	CORNER STORE MARKET (words and design)	86900040	2/7/2016		
CST BRANDS HOLDINGS, INC.	EASY STREET DINER & PIZZA	86900055	2/7/2016	5041019	09/13/2016
CST BRANDS HOLDINGS, INC.	EASY STREET DINER & PIZZA (words and design)	86900059	2/7/2016		
CST BRANDS HOLDINGS, INC.	EASY STREET FROZEN	86900075	2/7/2016	5062669	10/18/2016
CST BRANDS HOLDINGS, INC.	EASY STREET SANDWICHES TO GO	86900080	2/7/2015	5053492	10/04/2016
CST BRANDS HOLDINGS, INC.	EASY STREET SNACKS TO GO	86900082	2/7/2016	5053493	10/04/2016
CST BRANDS HOLDINGS, INC.	EASY STREET WINGS	86895119	2/2/2016	4993553	07/05/2016
CST BRANDS HOLDINGS, INC.	EASY STREET WINGS (words and design)	86895136	2/2/2016	5013009	08/02/2016
CST BRANDS HOLDINGS, INC.	EASY STREET WRAPS TO GO	86900049	2/7/2016		

CST BRANDS HOLDINGS, INC.	FREEDOM	86712360	8/2/2015	4908798	03/01/2016
CST BRANDS HOLDINGS, INC.	FREEDOM VALU CENTER	86712363	8/2/2015	4949880	05/03/2016
CST BRANDS HOLDINGS, INC.	NICE N EASY GROCERY (words and design)	86862876	12/31/2015	5017670	08/09/2016
CST BRANDS HOLDINGS, INC.	NICE N EASY GROCERY SHOPPES	86862814	12/31/2015	5024186	08/16/2016
CST BRANDS HOLDINGS, INC.	CUMBERLAND ISLAND COFFEE (words and design)	86740256	8/28/2015	5071200	11/01/2016
CST BRANDS HOLDINGS, INC.	FLASH FOODS	86729962	8/19/2015	4958890	05/17/2016
CST BRANDS HOLDINGS, INC.	FLASH FOODS (words and design)	86715179	8/5/2015	4950110	05/03/2016
FLASH FOODS, LLC (f/k/a Flash Foods, Inc.)	FLASH FOODS (words and design)			S-13596 (Georgia)	5/20/1994
CST BRANDS HOLDINGS, INC.	REWARDS IN A FLASH	86745812	9/2/2015	4959798	05/17/2016
CST BRANDS HOLDINGS, INC.	#PUMPKINCREDIBLE (word)	87178974	09/21/2016		
CST BRANDS HOLDINGS, INC.	CIRCULAR Logo	86958168	03/30/2016	5112673	01/03/2017
CST BRANDS HOLDINGS, INC.	CORNER POCKET	87171580	09/14/2016		
CST BRANDS HOLDINGS, INC.	CORNER STORE COUNTRY RUN DOWN-HOME FAMILY FUN	86497378	01/07/2015	4958252	05/17/2016
CST BRANDS HOLDINGS, INC.	CORNER STORE COUNTRY RUN DOWN-HOME FAMILY FUN LOGO	86497866	01/07/2015	4958253	05/17/2016
CST BRANDS HOLDINGS, INC.	EASY STREET FROZEN DRINKS Design	86933281	03/08/2016	5112512	01/03/2017
CST BRANDS HOLDINGS, INC.	MAMA MIA'S CLASSIC PIZZA	86905882	02/12/2016	5067484	10/25/2016

CST BRANDS HOLDINGS, INC.	NICE N EASY DEALS APP	86958277	03/30/2016	5085800	11/22/2016
CST BRANDS HOLDINGS, INC.	NICE N EASY GROCERY SHOPPE Design	86960306	03/31/2016		
CST BRANDS HOLDINGS, INC.	NICE N EASY GROCERY SHOPPES (design) (Child)	86981435	03/31/2016		
CST BRANDS HOLDINGS, INC.	PIPELINE COMMERCIAL	86958064	03/30/2016	5049845	09/27/2016
CST BRANDS HOLDINGS, INC.	UFORCE Design	86608003	04/23/2015	4859581	11/24/2015
CST BRANDS HOLDINGS, INC.	UFORCE SPORT	86607932	04/23/2015	4859573	11/24/2015
FLASH FOODS, LLC (f/k/a Flash Foods, Inc.)	FLASH FOODS			T9400000044 2 (Florida)	3/28/1994
FLASH FOODS, LLC (f/k/a Flash Foods, Inc.)	SPLASH IN A FLASH			S20464 (Georgia)	4/4/2003
CST BRANDS HOLDINGS, INC.	STOP IN FOOD STORES			1444 (Virginia)	9/13/1995
CST BRANDS HOLDINGS, INC.	CAP CROSSAMERICA PARTNERS LP	86597611	4/14/2015	4866012	12/8/2015
CST BRANDS HOLDINGS, INC.	CHOICE CIGARETTE DISCOUNT OUTLET	76352543	12/26/2001	2790279	12/9/2003
CST BRANDS HOLDINGS, INC.	CS CORNER STORE	86711525	7/31/2015		
CST BRANDS HOLDINGS, INC.	CUMBERLAND ISLAND COFFEE	86740272	8/28/2015		
CST BRANDS HOLDINGS, INC.	NICE N EASY GROCERY SHOPPE	86960306	3/31/2016		

CST BRANDS HOLDINGS, INC.	NICE N EASY GROCERY SHOPPES	86981435	3/31/2016		
CST BRANDS HOLDINGS, INC.	NICE N EASY GROCERY SHOPPES	86960338	3/31/2016		
CST BRANDS HOLDINGS, INC.	TASTE THE VALUE	85046637	5/24/2010	4109552	3/6/2012
CST BRANDS HOLDINGS, INC.	TOBACCO COUNTRY	75232481	1/28/1997	2259783	7/6/1999
CST BRANDS HOLDINGS, INC.	U FORCE	77567527	9/11/2008	3723436	12/8/2009
CST BRANDS HOLDINGS, INC.	ULTRAQUICK	74194034	8/12/1991	1870783	12/27/1994
CST BRANDS HOLDINGS, INC.	UNI-MAR	75120823	6/18/1996	2061401	5/13/1997
CST BRANDS HOLDINGS, INC.	ZOOMERZ	75066281	3/1/1996	2092163	8/26/1997
FLASH FOODS LLC (f/k/a) Flash Foods, Inc.)	GOBLUE PAYMENT CARD FLASH FOODS REWARDS IN A FLASH ENERGIZED	77308461	10/19/2007	3565614	01/20/2009

**ABANDONED TRADEMARKS**

Owning Entity	Mark	Serial No.	Filing Date	Registration No.	Registration Date
CST BRANDS HOLDINGS, INC.	EASY STREET GOURMET SNACKS	86899427	2/5/2016		ABANDONED
CST BRANDS HOLDINGS, INC.	CUMBERLAND ISLAND CAFÉ	86798224	10/23/2015		LET LAPSE Intent to Use
CST BRANDS HOLDINGS, INC.	EASY STREET GOURMET SNACKS (words and	86899458	2/5/2016		ABANDONED
CST BRANDS HOLDINGS, INC.	THE ORIGINAL ENERGY DRINK.	77745628	5/27/2009		ABANDONED
CST BRANDS HOLDINGS, INC.	EXPRESS FUELS	86503620	1/14/2015		ABANDONED

**TRADEMARK LICENSES**

Description of Trademark License	Name of Licensor	Registration Number of underlying Trademark
None		