

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM431447

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wells Fargo Bank, National Association (successor-by-merger to Wachovia Bank, National Association), as Retiring Agent		06/15/2017	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association, as Successor Agent		
<b>Street Address:</b>	800 Nicollet Mall		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 30</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4017078	KITCHEN CRAVINGS	
<b>Registration Number:</b>	3967726	KITCHEN CRAVINGS	
<b>Registration Number:</b>	3685774	NATURE'S TOUCH	
<b>Registration Number:</b>	3643092	LITTLE BUDDY	
<b>Registration Number:</b>	3724611	MEGA BUDDY	
<b>Registration Number:</b>	3643107	BEST BUDDY	
<b>Registration Number:</b>	3511967	BIG BUDDY	
<b>Registration Number:</b>	3562302	KITCHEN CRAVINGS	
<b>Registration Number:</b>	3479781	PALACE STREET BAKERY	
<b>Registration Number:</b>	3323509	FIRE STAR	
<b>Registration Number:</b>	3321367	FANTASTIC PLASTIC	
<b>Registration Number:</b>	3145209	CHEESE MOUNTAIN	
<b>Registration Number:</b>	3175322	DONUTS TO DOUGH	
<b>Registration Number:</b>	3330868	FIRE STAR	
<b>Registration Number:</b>	2909127	GLAZERS	
<b>Registration Number:</b>	2949134	MILK MOOLA	
<b>Registration Number:</b>	2854739	KWIK BUCKS	
<b>TRADEMARK</b>			

CH \$765.00 4017078

Property Type	Number	Word Mark
Registration Number:	2916602	CINNAMON CINNSATIONS
Registration Number:	2306261	KWIK QUENCHER
Registration Number:	2400721	CONVENIENCE TRANSPORTATION, L.L.C.
Registration Number:	2094852	URGE!
Registration Number:	2526366	NATURE'S TOUCH
Registration Number:	2073965	KWIK-ADE
Registration Number:	2073909	FIRE STAR
Registration Number:	2077426	KARUBA
Registration Number:	2119124	KWIK CARD
Registration Number:	2043841	HEARTY PLATTER
Registration Number:	2021386	COUNTRY SELECT
Registration Number:	1962292	KWIK STAR
Registration Number:	1881649	THE KWIKERY

**CORRESPONDENCE DATA**

**Fax Number:** 2149813400

*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:** 214-981-3483

**Email:** dclark@sidley.com

**Correspondent Name:** Dusan Clark, Esq.

**Address Line 1:** Sidley Austin LLP

**Address Line 2:** 2021 McKinney Ave., Suite 2000

**Address Line 4:** Dallas, TEXAS 75201

<b>ATTORNEY DOCKET NUMBER:</b>	40106-31250
<b>NAME OF SUBMITTER:</b>	Dusan Clark
<b>SIGNATURE:</b>	/Dusan Clark/
<b>DATE SIGNED:</b>	06/15/2017

**Total Attachments: 63**

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**ASSIGNMENT OF INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Assignment**”), dated as of June 15, 2017, is by **WELLS FARGO BANK, NATIONAL ASSOCIATION** (successor-by-merger to Wachovia Bank, National Association) (individually, “**Wells Fargo**”), acting in its capacity as the current and resigning collateral agent (in such capacity, the “**Retiring Agent**”) and **U.S. BANK NATIONAL ASSOCIATION** (individually, “**U.S. Bank**”), acting in its capacity as the successor collateral agent (in such capacity, the “**Successor Agent**”).

**RECITALS:**

**WHEREAS**, each of Kwik Trip, Inc., a Wisconsin corporation, HRZ LLP, a Wisconsin limited liability partnership (successor to HRZ, a Wisconsin general partnership), ZRH LLP, a Wisconsin limited liability partnership (successor to ZRH, a Wisconsin general partnership), Convenience Store Investments, a Wisconsin limited partnership, Convenience Transpiration, LLC, a Wisconsin limited liability company, DOTEL, LTD., a Wisconsin corporation, and SHIFTAR BROS., INC., a Wisconsin corporation, as a “Grantor”, and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”) covering certain intellectual property, including those set forth on Exhibit B attached hereto; and

**WHEREAS**, pursuant to that certain Second Amended and Restated Intercreditor and Collateral Agency Agreement by and among, inter alia, Wells Fargo, as the Retiring Agent, and U.S. Bank, as Successor Agent, (x) Retiring Agent has been discharged from its rights, duties and obligations under, among other documents, the Agreements, in each instance, in its capacity as collateral agent and (y) Successor Agent has assumed such rights, duties and obligations under, among other documents, the Agreements, in each instance, in the capacity as collateral agent.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

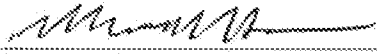
This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

*- Remainder of Page Intentionally Left Blank; Signature Page Follows -*

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

**RETIRING AGENT:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION (SUCCESSOR-BY-  
MERGER TO WACHOVIA BANK,  
NATIONAL ASSOCIATION)**

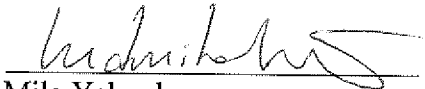
By: \_\_\_\_\_

Name: Mark Holm

Its: Duly Authorized Signatory

**SUCCESSOR AGENT:**

**U.S. BANK NATIONAL ASSOCIATION**

By: 

Name: Mila Yakovlev

Title: Duly Authorized Signatory

EXHIBIT A

Intellectual Property Security Agreement dated as of May 24, 2002 and recorded with the United States Patent and Trademark Office on June 18, 2002 at Reel 2531, Frame 0327.

Amended and Restated Intellectual Property Security Agreement dated as of September 1, 2011 and recorded with the United States Patent and Trademark Office on September 1, 2011 at Reel 4615, Frame 0244.



EXHIBIT B

See attached.

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made this 24th day of May 2002, by and among:

- (i) KWIK TRIP, INC., a Wisconsin corporation, having an address at 1626 Oak Street, La Crosse, WI 54603 ("Kwik Trip");
- (ii) HRZ, a Wisconsin general partnership, having an address at 1626 Oak Street, La Crosse, WI 54603;
- (iii) ZRH, a Wisconsin general partnership, having an address at 1626 Oak Street, La Crosse, WI 54603;
- (iv) CONVENIENCE STORE INVESTMENTS, a Wisconsin limited partnership, having an address at 1626 Oak Street, La Crosse, WI 54603 ("CSI");
- (v) CONVENIENCE TRANSPORTATION, LLC, a Wisconsin limited liability company, having an address at 1626 Oak Street, La Crosse, WI 54603;
- (vi) DOTEL, LTD., a Wisconsin corporation, having an address at 1626 Oak Street, La Crosse, WI 54603; and
- (vii) SHIFTAR BROS., INC., a Wisconsin corporation, having an address at 1626 Oak Street, La Crosse, WI 54603; (the foregoing (i) through (vii), each individually a "Debtor" and individually and collectively, the "Debtors");

to and in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, having an address at 301 South College Street, 6<sup>th</sup> Floor, Charlotte, NC 28288, and its successors and assigns ("Collateral Agent"), as "Collateral Agent" for the Lenders (defined below), the Administrative Agent (defined below) and the Noteholders (defined below) (the Lenders, the Administrative Agent and the Noteholders, each individually a "Secured Party" and individually and collectively, the "Secured Parties").

## BACKGROUND

The Debtors have entered into a Credit Agreement (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), dated the date hereof, by and among the Debtors and the lenders listed from time to time on Schedule 2 to the Credit Agreement (together with their successors and assigns under the Credit Agreement, each individually a "Lender," and individually and collectively, the "Lenders") and Wachovia Bank, National Association, as administrative agent for the Lenders, pursuant to which the Lenders have agreed, subject to the terms and conditions set forth therein, to make available to the Debtors an aggregate principal amount of up to One Hundred Ninety Million Dollars (\$190,000,000) on a revolving credit basis, which may be increased to up to Two Hundred Fifty

Million Dollars (\$250,000,000) pursuant to Section 2.5 of the Credit Agreement, and Fifty Million Dollars (\$50,000,000) on a term loan basis (collectively, the "Bank Debt").

CSI has issued on the date hereof those certain Series A Senior Secured Notes in the aggregate principal amount of \$34,000,000 (as further described in the Note Purchase Agreement referred to below), those certain Series B Senior Secured Notes in the aggregate principal amount of \$29,000,000 (as further described in the Note Purchase Agreement referred to below), those certain Series C Senior Secured Notes in the aggregate principal amount of \$15,000,000 (as further described in the Note Purchase Agreement referred to below), and those certain Series D Senior Secured Notes in the aggregate principal amount of \$20,000,000 (as further described in the Note Purchase Agreement referred to below), guaranteed by the other Borrowers, and CSI may from time to time issue one or more other series of secured notes under the Note Purchase Agreement referred to below, in the aggregate principal amount, for all such additional series of notes, of up to \$27,000,000, which will be guaranteed by the other Borrowers (as amended, restated or otherwise modified from time to time, each individually a "Private Placement Note", and individually and collectively, the "Private Placement Notes"), pursuant to that certain Note Purchase and Private Shelf Agreement dated the date hereof (as amended, restated or otherwise modified from time to time, the "Note Purchase Agreement") by and among CSI, the other Borrowers and The Prudential Insurance Company of America ("Prudential", each other purchaser, if any, named in the purchaser schedule attached to the Note Purchase Agreement, and each other Prudential Affiliate (as defined in the Note Purchase Agreement) which may become bound by certain provisions thereof as provided therein, together with all other holders from time to time of the Private Placement Notes, each individually a "Noteholder" and individually and collectively, the "Noteholders").

The Secured Parties and the Collateral Agent have entered into an Intercreditor and Collateral Agency Agreement dated the date hereof (as amended, restated or otherwise modified from time to time, the "Intercreditor and Collateral Agency Agreement") governing their respective rights as creditors of the Debtors and appointing the Collateral Agent as the agent of the Secured Parties with respect to the collateral securing the Bank Debt and the Private Placement Notes.

It is a condition of the Credit Agreement and the Note Purchase Agreement that the Debtor enter into this IP Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of any loans, extensions of credit, or other financial accommodations made or to be made by the Secured Parties or any of their Affiliates to the Debtors or to any other Obligor (defined below), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Debtors hereby represent, warrant, covenant and agree with the Collateral Agent as follows:

Section 1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of the Liabilities (defined below), each Debtor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Debtor's right, title and interest in, to and under the Computer Software Collateral which is not Excluded Computer Software Collateral, the Copyright Collateral, the Patent Collateral, the

Trade Secrets Collateral and the Trademark Collateral (each as defined below), now or hereafter existing, created, acquired or held, if any (all of which shall, individually and collectively, be called the "Intellectual Property Collateral"). As used herein:

"Computer Software Collateral" means:

(a) all software programs (including both source code, object code and all related applications and data files), whether now owned, licensed or leased or hereafter developed, designed or acquired by any Debtor;

(b) all firmware associated with the property described in clauses (a) and (b) of this definition;

(c) all documentation (including flow charts, logic diagrams, manuals, guides and specifications) with respect to such hardware, software and firmware described in the preceding clauses (a) through (c);

(d) the specific software programs set forth in Exhibit A attached hereto other than software programs acquired through in-bound shrink wrap agreements and commercial off-the-shelf software programs; and

(e) all rights with respect to all of the foregoing, including without limitation, any and all copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing.

"Copyright Collateral" means all copyrights of any Debtor in addition to the Computer Software Collateral, and all semi-conductor chip product mask works of any Debtor, whether under statutory or common law, registered or unregistered, now or hereafter in force throughout the world, including, without limitation, all of a Debtor's right, title and interest in and to all copyrights and mask works registered in the United States Copyright Office or anywhere else in the world and also including, without limitation, those set forth on Exhibit B attached hereto, and all applications for registration thereof, whether pending or in preparation, all copyright and mask work licenses, including each copyright and mask work license (whether as licensee or licensor) referred to in Exhibit B, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, including, without limitation, all neighboring rights and moral rights, all extensions and renewals of any thereof and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

"Excluded Computer Software Collateral" means Computer Software Collateral to the extent any applicable license or agreement therefor expressly prohibits the assignment thereof or the granting of a security interest therein.

"Patent Collateral" means:

(a) all of any Debtor's letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world, whether now existing or hereafter acquired (current patents are listed on Exhibit C);

(b) all patent licenses of any Debtor (whether as licensee or licensor);

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clauses (a) and (b) of this definition; and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to herein, and for breach or enforcement of any patent license, including any patent license referred to herein, and all rights corresponding thereto throughout the world.

"Trade Secrets Collateral" means all common law and statutory trade secrets and all other confidential or proprietary or useful information of any Debtor and all know-how obtained by or used in or contemplated at any time for use in the business of any Debtor (all of the foregoing being collectively called a "Trade Secret"), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licenses of any Debtor (whether as licensee or licensor), including each Trade Secret license referred to herein, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license.

"Trademark Collateral" means:

(a) all of any Debtor's: trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any state thereof or any foreign country (current trademarks are listed on Exhibit D);

(b) all Trademark licenses (whether as licensee or licensor);

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b) of this definition;

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by any Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to herein, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

**Section 2. Liabilities Secured.** The foregoing assignment and security interest is made for the purpose of securing (in such order as set forth in the Intercreditor and Collateral Agency Agreement) the Liabilities. The term "Liabilities", as used herein, means any and all of the indebtedness, obligations and liabilities of any kind and description arising in any way of any of the Debtors or of any Obligor to the Collateral Agent or any Secured Party or to any affiliate of the Collateral Agent or any Secured Party, whether individual or collective, joint or several, direct or indirect, absolute or contingent, secured or unsecured, due or to become due, arising by operation of law or otherwise, now existing or hereafter arising under or in respect of the Credit Documents (defined below) or any Hedging Agreement of a Lender or an affiliate of a Lender with a Debtor or other Obligor, whether incurred by the Debtors and/or any other Obligor as principal, surety, endorser, guarantor, accommodation party or otherwise, including without limitation any future advances, whether obligatory or voluntary under, or refinancings, renewals or extensions of or substitutions for, any existing or future debt, principal, interest and fees, late fees, yield-maintenance amounts, prepayment premiums and expenses (including without limitation reasonable attorneys' fees and costs), and any and all costs, expenses and liabilities which may be made or incurred by the Collateral Agent or any Secured Party in any way in connection with any of the Liabilities or any collateral security therefor. "Obligor", as used herein, means individually, and "Obligors" means individually and collectively, each Debtor and each and every maker, endorser, guarantor, surety of or party obligated for any of the Liabilities. "Credit Documents", as used herein, means all notes, loan agreements, guarantees, security agreements, mortgages, instruments, pledge agreements, assignments, acceptance agreements, commitments, facilities, reimbursement agreements and any other agreements, documents and instruments, now or hereafter existing, creating, evidencing, guarantying, securing or relating to any or all of the Liabilities, including without limitation the Credit Agreement, the other Loan Documents, the Note Purchase Agreement, the Private Placement Notes, the other Note Purchase Documents and the Intercreditor and Collateral Agency Agreement, together with all amendments, modifications, renewals, extensions or restatements thereof.

**Section 3. Authorization and Request.** Each Debtor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks, and any other appropriate officer of a Governmental Authority having authority over such matters, whether state or federal or in any foreign country, as applicable, record this IP Agreement.

**Section 4. Covenants and Warranties.** Each Debtor represents, warrants, covenants and agrees as follows:

(a) Except for licensed Intellectual Property Collateral, each Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in the Intellectual Property Collateral, free and clear of any liens, charges and encumbrances except for

those created hereunder and those expressly permitted by Section 10.3 of the Credit Agreement and by Paragraph 6F of the Note Purchase Agreement;

(b) Performance of this IP Agreement does not conflict with or result in a breach of any other agreement to which any Debtor is bound, and this IP Agreement constitutes the grant of a security interest;

(c) During the term of this IP Agreement, no Debtor will transfer, assign, sell, hypothecate, or otherwise encumber any interest in the Intellectual Property Collateral, except as expressly permitted by Section 10.6 of the Credit Agreement and Paragraph 6I of the Note Purchase Agreement;

(d) Each Debtor agrees that simultaneously with execution of this IP Agreement, and upon any amendment of Exhibit A, B, C or D hereto, such Debtor shall, upon the request of Collateral Agent, execute the form of Notice appended hereto as Schedule 1 (each a "Notice") with respect to any Patent, Trademark or Copyright Collateral now owned or hereafter acquired, and shall deliver it to Collateral Agent for recording in the Patent and Trademark Office or Copyright Office, and in any other appropriate office on a state level or in any foreign country, as applicable, so as to formally record this IP Agreement;

(e) Each Debtor shall promptly advise Collateral Agent of any material adverse change in the composition of the Intellectual Property Collateral, including but not limited to any ownership right of any Debtor in or to any Trademark, Patent, Copyright, or other Intellectual Property Collateral specified in this IP Agreement and any abandonment, forfeiture or dedication to the public of the Computer Software, Trademark, Patent, Copyright and other Intellectual Property Collateral specified in this IP Agreement;

(f) Each Debtor shall use best efforts to: (i) protect, defend and maintain the validity and enforceability of the Trademark, Patent, Copyright and other Intellectual Property Collateral; (ii) apply for registration of non-registered Computer Software, Patent, Trademark and Copyright Collateral as such are created, adopted or used and shall diligently prosecute such applications; (iii) detect infringements of the Trademark, Patent, Copyright and other Intellectual Property Collateral and promptly advise Collateral Agent in writing of infringements detected; (iv) not forego any right to protect and enforce rights to Trademark, Patent, Copyright or other Intellectual Property Collateral; and (v) not allow any Trademark, Patent, Copyright, or other Intellectual Property Collateral to be abandoned, forfeited or dedicated to the public without the prior written consent of Collateral Agent;

(g) Each Debtor shall promptly notify Collateral Agent of all after-acquired intellectual property, whether hereafter owned, developed or acquired by any Debtor or any Subsidiary of any Debtor and shall notify Collateral Agent of any filed applications to register or patents issued after the execution hereof, all in accordance with Section 8.13 of the Credit Agreement. Any expenses incurred in connection with such applications shall be borne by the Debtors;

(h) Each Debtor shall take such actions as Collateral Agent may reasonably request from time to time to perfect or continue the perfection of Collateral Agent's interest in the Intellectual Property Collateral;

(i) This IP Agreement creates, and in the case of after-acquired Intellectual Property Collateral this IP Agreement will create at the time any Debtor first has rights in such after-acquired Intellectual Property Collateral, in favor of Collateral Agent, a valid and, upon making the filings referred to in clause (j) below, a perfected first priority security interest in the Intellectual Property Collateral securing the payment and performance of the Liabilities;

(j) Except for, and upon, the filings (i) with the United States Patent and Trademark Office with respect to the Patents and Trademark Collateral and (ii) the Register of Copyrights with respect to the Copyright Collateral, that are necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either: (i) for the grant by any Debtor of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by any Debtor or (ii) for the perfection of the security interests granted hereby or the exercise by Collateral Agent of its rights and remedies thereunder;

(k) All information heretofore, herein or hereafter supplied to Collateral Agent by or on behalf of Debtors with respect to the Intellectual Property Collateral is accurate and complete in all respects;

(l) No Debtor shall enter into any agreement that would impair or conflict with any Debtor's obligations hereunder without Collateral Agent's prior written consent. No Debtor shall permit the inclusion in any contract to which it becomes a party of any provisions that reasonably could in any way prevent the creation of a security interest in any Debtor's rights and interest in any Intellectual Property Collateral that may be acquired by any Debtor under such contract;

(m) No Debtor shall take any action, or enter into any license, royalty, assignment or other agreement which is inconsistent with any Debtor's obligations under this IP Agreement or which has the effect of reducing the value of the Intellectual Property Collateral; and

(n) Upon any executive officer of any Debtor obtaining actual knowledge thereof, Debtors will promptly notify Collateral Agent in writing of any event that is reasonably likely to materially impair: (i) the value of any Intellectual Property Collateral, (ii) the ability of any Debtor to dispose of any Intellectual Property Collateral and (iii) the rights and remedies of Collateral Agent in relation thereto, including without limitation the levy of any legal process against any of the Intellectual Property Collateral.

Section 5. Collateral Agent's Rights. Collateral Agent shall have the right, but not the obligation, to take, at Debtors' sole expense, any action that any Debtor is required to take under this IP Agreement but which such Debtor fails to take, after ten (10) days' notice of



such failure to Kwik Trip. Debtors shall reimburse and indemnify Collateral Agent for all costs and expenses incurred in the exercise of its rights under this Section 5.

Section 6. Responsibility of Debtors. In furtherance and not in limitation of the other provisions of this Section 6, Collateral Agent shall have no duty or responsibility with respect to the Intellectual Property Collateral or its preservation. Each Debtor acknowledges and agrees that it has reviewed the terms of this IP Agreement with counsel of its choosing and that such Debtor has determined that neither execution, delivery nor performance of this IP Agreement by such Debtor or by Collateral Agent will in any way impair the Intellectual Property Collateral or such Debtor's right, title and interest therein, subject to the purpose of this IP Agreement, which is to impose a lien thereon in favor of Collateral Agent.

Section 7. Conduct of Business; Inspection Rights. In order to preserve and protect the goodwill associated with the Trademarks, each Debtor covenants and agrees to maintain the quality of the products and services sold under or in connection with the Intellectual Property Collateral and, except in accordance with customary business practices, shall not at any time permit any impairment of the quality of said products and services. Each Debtor hereby grants to the Collateral Agent and its employees and agents the right, from time to time, upon reasonable notice, and without unduly disrupting the Debtors' business activities, to visit any Debtor's (or any of their affiliates') retail stores or the plants and facilities that manufacture, provide, inspect or store products or services sold under any of the Trademark Collateral, and to inspect the products and quality control records relating thereto, at any time. Each Debtor shall do any and all acts required by the Collateral Agent to ensure Debtors' compliance with this Section 7. Each Debtor hereby grants to Collateral Agent and its employees, representatives and agents the right, from time to time, upon reasonable notice, and without unduly disrupting the Debtors' business activities, to visit any Debtor, and any of any Debtor's retail stores or the plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto as often as may be requested. The foregoing provisions of this Section 7 are applicable to each Debtor at such time as such Debtor has developed products and services capable of being sold to the public. Upon the occurrence and during the continuance of a Default or Event of Default, or if in connection with a request of the Debtors, the costs of any visits or inspections carried out under this Section 7 shall be borne by the Debtors.

Section 8. Further Assurances; Attorney in Fact.

(a) On a continuing basis, and at Debtors' sole expense, each Debtor shall, subject to any prior licenses, encumbrances and restrictions and prospective licenses, execute, acknowledge and deliver for filing, all such instruments, including financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all other such action as may be requested by Collateral Agent, to create, preserve, continue, charge, validate or perfect the security interest of the Collateral Agent, for the benefit of the Secured Parties, in all Computer Software, Copyright, Patent, Trademark, and other Intellectual Property Collateral and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Collateral Agent the grant

or perfection of a security interest to the Collateral Agent, for the benefit of the Secured Parties, in all Intellectual Property Collateral.

(b) Each Debtor hereby irrevocably appoints Collateral Agent as such Debtor's attorney-in-fact, with full authority in the place and stead of any Debtor and in the name of any Debtor, Collateral Agent or otherwise, from time to time in Collateral Agent's discretion, upon the occurrence and during the continuance of a Default or an Event of Default, or at any time for the purpose of protecting or preserving the security interest of the Collateral Agent and the Secured Parties in the Intellectual Property Collateral, to take any action and/or to execute any instrument which Collateral Agent may reasonably deem necessary to accomplish the purposes of this IP Agreement, including without limitation:

(i) the modification, in its sole discretion, of this IP Agreement without first obtaining any Debtor's approval of or signature to such modification by amending any Exhibit hereof, as appropriate, to include reference to any right, title or interest in any Copyright, Patent, Trademark, and/or other Intellectual Property Collateral owned or acquired by any Debtor after the execution hereof or to delete any reference to any right, title or interest in any Copyright, Patent, Trademark, and/or other Intellectual Property Collateral in which a Debtor no longer has or claims any right, title or interest;

(ii) the filing, in its sole discretion, of one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of any Debtor; and

(iii) upon the occurrence and during the continuance of a Default (as defined in the Intercreditor and Collateral Agency Agreement) or an Event of Default (as defined in the Intercreditor and Collateral Agency Agreement), the endorsement of any Debtor's name on all applications, documents, papers and instruments as is necessary for the Collateral Agent to use the Intellectual Property Collateral, or to grant or issue any exclusive or non-exclusive license under the Intellectual Property Collateral to any third person, or necessary for the Collateral Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral, including the goodwill associated therewith, to Collateral Agent or any third person.

(c) This power of attorney, being coupled with an interest, shall be irrevocable for the life of this IP Agreement, provided that the exercise of such power of attorney by the Collateral Agent shall be upon the occurrence and during the continuance of a Default or an Event of Default or at any time for the purpose of protecting or preserving the security interest of the Collateral Agent and the Secured Parties in the Intellectual Property Collateral.

#### Section 9. Remedies.

(a) Upon the occurrence and during the continuance of a Default or an Event of Default and after notice from Collateral Agent that any Debtor's rights to use the Intellectual Property are terminated, such Debtor's rights to use the Intellectual Property Collateral shall terminate forthwith and Collateral Agent shall have the right to exercise all the remedies of a secured party under the Uniform Commercial Code and any applicable federal law,

including without limitation the right to require any Debtor to assemble the Intellectual Property Collateral and any tangible property in which Collateral Agent has a security interest and to make it available to Collateral Agent at a place designated by Collateral Agent. Collateral Agent shall have a nonexclusive, royalty-free license to use the Copyright, Patent, Trademark, and other Intellectual Property Collateral to permit Collateral Agent to exercise its rights and remedies upon the occurrence and during the continuance of a Default or an Event of Default. Debtors will pay any expenses (including attorneys' fees) incurred by Collateral Agent in connection with the exercise of Collateral Agent's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Collateral Agent's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

(b) Upon the occurrence and during the continuance of a Default or an Event of Default, without limiting the generality of the foregoing, the Collateral Agent may immediately, without demand of performance and without advertisement, require any Debtor to assign of record the Intellectual Property Collateral to Collateral Agent (or its assignees), and/or beneficially sell at public or private sale or otherwise realize upon the whole, or from time to time any part, of the Intellectual Property Collateral and the goodwill associated therewith or any interest which any Debtor has therein, and after deducting from the proceeds of said sale or other disposition of the Intellectual Property Collateral all expenses (including all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Liabilities in accordance with the provisions of the Intercreditor and Collateral Agency Agreement. Prior notice of any sale or other disposition of the Intellectual Property Collateral need not be given to any Debtor unless otherwise required by law (and if notice is required by law, it shall be given five (5) Business Days before the time of any intended public or private sale or other disposition of the Intellectual Property Collateral is to be made, which each Debtor hereby agrees shall be reasonable notice of such sale or other disposition). At any such sale or other disposition, the Collateral Agent (or any successor or assignee of the Collateral Agent) may, to the extent permissible under applicable law, purchase the whole or any part of or interest in the Intellectual Property Collateral sold, free from any right of redemption on the part of any Debtor, which right is hereby waived and released.

Section 10. Conduct of Business After Default or Event of Default. The parties understand and agree that the collateral assignment with respect to the Intellectual Property Collateral as provided for in this IP Agreement will and is intended to permit the Collateral Agent and its successors and assigns, for the benefit of the Secured Parties, upon the occurrence and continuance of a Default or an Event of Default, to take title to and make use of all rights to the Intellectual Property Collateral and to carry on the business of Debtors.

Section 11. Deficiency. If proceeds referred to in Section 9(b) above are insufficient to pay the Liabilities in full in cash, Debtors and each other Obligor shall, jointly and severally, continue to be liable for the entire deficiency.

Section 12. Indemnity.

(a) Each Debtor agrees to defend, indemnify and hold harmless Collateral Agent, each Secured Party and their respective successors and assigns, directors, officers,

employees, and agents from and against: (i) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, including without limitation, the assignment of the Intellectual Property Collateral, the use of the Intellectual Property Collateral, the alleged infringement by the Collateral Agent of the intellectual property rights of others, any infringement action or other claim relating to the Intellectual Property Collateral or enforcement of the terms hereof (all of which shall collectively be called the "Transactions"), and (ii) all losses or expenses in any way suffered, incurred, or paid by Collateral Agent or any Secured Party as a result of the Transactions under this IP Agreement or any of the other Credit Documents (including without limitation, reasonable attorneys' fees and expenses), except to the extent that any of the foregoing directly result from the gross negligence or willful misconduct of the party seeking indemnification therefor.

(b) Each Debtor also agrees to defend, indemnify and hold harmless Collateral Agent, each Secured Party and their respective successors and assigns, directors, officers, employees, and agents, on demand, from and against any and all losses, claims, obligations, damages, fees, costs, liabilities, expenses or disbursements of any kind and nature whatsoever (including but not limited to reasonable fees and disbursements of counsel, interest, penalties, and amounts paid in settlement) incurred by the Collateral Agent, any Secured Party and their respective successors and assigns in connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Intellectual Property Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property Collateral, except to the extent that any of the foregoing directly result from the gross negligence or willful misconduct of the party seeking indemnification therefor.

### Section 13. Release of Security Interest.

(a) Certain Releases of Collateral by the Collateral Agent. Reference is hereby made to the Intercreditor and Collateral Agency Agreement which contains provisions pursuant to which the Secured Parties have appointed and authorized the Collateral Agent to take certain actions on behalf of the Secured Parties in connection with releases of Collateral to the extent permitted by and provided for under the Credit Agreement and the Note Purchase Agreement in accordance with the terms and conditions set forth therein.

(b) Release Upon Payment in Full of the Liabilities and Termination of the Credit Documents. At such time as Debtors shall completely and finally satisfy all of the Liabilities secured hereunder in full in cash, and there shall exist no continuing liability of Debtors with respect to the Liabilities secured hereunder, and the Aggregate Commitment under the Credit Agreement, the Private Placement Notes and the Facility under the Note Purchase Agreement each shall have been irrevocably terminated, then upon the written request of Debtors, Collateral Agent shall release its security interest in the Intellectual Property Collateral and execute and deliver to Debtors all UCC-3 termination statements or other instruments evidencing such release as may be reasonably requested by Debtors.

Section 14. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver

thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 15. Successors and Assigns. This IP Agreement shall be binding upon and shall inure to the benefit of the successors or assigns of the Debtors, the Collateral Agent and the Secured Parties and shall constitute a continuing agreement, applying to all future as well as existing transactions between the Debtors, the Collateral Agent and the Secured Parties, or their successors and assigns.

Section 16. Amendments. This IP Agreement may be amended only by a written instrument signed by all parties hereto, except as specifically provided under Section 8 hereof.

Section 17. Counterparts. This IP Agreement may be executed in two or more counterparts, and each party may sign on a separate counterpart, each of which shall be deemed an original but all of which together shall constitute the same instrument.

Section 18. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to conflicts of law principles.

Section 19. Confidentiality. In handling any confidential information, Collateral Agent shall exercise the same degree of care that it exercises with respect to its own proprietary information to maintain the confidentiality of any non-public information thereby received or received pursuant to this IP Agreement, except that the disclosure of this information may be made (a) as required by law, regulation, rule or order, subpoena, judicial order or similar order, (b) to any Secured Party, and (c) provided that the recipient has entered into a comparable confidentiality agreement in favor of Debtors and has delivered a copy, (i) to any Debtor, (ii) to the affiliates of the Collateral Agent, (iii) to prospective transferees or purchasers of or participants in an interest in the Liabilities secured hereby, and (iv) as may be required in connection with the examination, audit or similar investigation of Collateral Agent.

Section 20. Interpretation with Other Documents. Notwithstanding anything in this IP Agreement to the contrary, in the event of a conflict or inconsistency between the IP Agreement, the Credit Agreement and the Note Purchase Agreement, the provisions of the Intercreditor and Collateral Agency Agreement shall govern with respect to matters expressly set forth therein.

Section 21. Waiver of Jury Trial. EACH DEBTOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS, OBLIGATIONS OR LIABILITIES HEREUNDER OR THE PERFORMANCE OR ENFORCEMENT OF ANY SUCH RIGHTS, OBLIGATIONS OR LIABILITIES. Except as prohibited by law, each Debtor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each Debtor (i) certifies that neither the Collateral Agent, nor any Secured Party, nor any representative, agent or attorney of any of them has

represented, expressly or otherwise, that the Collateral Agent or any Secured Party would not, in the event of litigation, seek to enforce the foregoing waivers or other waivers contained in this Agreement and (ii) acknowledges that, in entering into the Credit Documents, the Collateral Agent and each Secured Party is relying upon, among other things, the waivers and certifications contained in this Section 21. .

Section 22. Severability. The provisions of this IP Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause of provision in any other jurisdiction, or any other clause or provision of this IP Agreement in any jurisdiction.

Section 23. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Intercreditor and Collateral Agency Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

WITNESS:

KWIK TRIP, INC.,  
as a Debtor

By: Tom Reinhart  
Name: TOM REINHART  
Title: General Counsel

By: Donald P. Zietlow  
Name: Donald P. Zietlow  
Title: President

WITNESS:

CONVENIENCE STORE INVESTMENTS,  
as a Debtor

By: Tom Reinhart  
Name: Tom Reinhart  
Title: General Counsel

By: Convenience Store Investments, Inc., its  
Sole General Partner

By: Ed Strahs  
Name: Ed Strahs  
Title: President

WITNESS:

HRZ,  
as a Debtor

By: Tom Reinhart  
Name: Tom Reinhart  
Title: General Counsel

By: Donald P. Zietlow  
Name: Donald P. Zietlow  
Title: Managing Partner

WITNESS:

ZRH,  
as a Debtor

By: Tom Reinhart  
Name: Tom Reinhart  
Title: General Counsel

By: Steven D. Zietlow  
Name: Steven D. Zietlow  
Title: Managing Partner

WITNESS:

CONVENIENCE TRANSPORTATION, LLC,  
as a Debtor

By: Tom Reinhart  
Name: Tom Reinhart  
Title: General Counsel

By: Warren Nedegaard  
Name: Warren Nedegaard  
Title: Manager

[Executions continue on next page.]

WITNESS:

By: Tom Reinhart  
Name: Tom Reinhart  
Title: General Counsel

DOTEL, LTD.,  
as a Debtor

By: Donald P. Zietlow  
Name: Donald P. Zietlow  
Title: President

WITNESS:

By: Tom Reinhart  
Name: Tom Reinhart  
Title: General Counsel

SHIFTAR BROS., INC.,  
as a Debtor

By: Donald P. Zietlow  
Name: Donald P. Zietlow  
Title: President



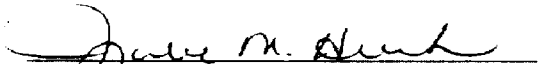
Acknowledged:  
WACHOVIA BANK, NATIONAL  
ASSOCIATION, as Collateral Agent

By: *Irene Rosen Marks*  
Name: Irene Rosen Marks  
Title: Director

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF LA CROSSE    )

On this 23<sup>rd</sup> day of May, 2002, before me Donald P. Zietlow who acknowledged himself to be the President of Kwik Trip, Inc., a Wisconsin corporation, and that as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

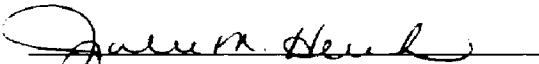
In witness whereof, I hereunto set my hand and official seal.

  
Julie M. Herrick  
La Crosse County, Wisconsin  
My commission expires 10/23/05

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF LA CROSSE    )

On this 23rd day of May, 2002, before me Donald P. Zietlow who acknowledged himself to be the Managing Partner of HRZ, a Wisconsin general partnership, and that as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself as Managing Partner.

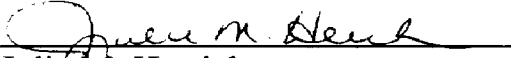
In witness whereof, I hereunto set my hand and official seal.

  
Julie M. Herrick  
La Crosse County, Wisconsin  
My commission expires 10/23/05

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF LA CROSSE )

On this 23<sup>rd</sup> day of May, 2002, before me Steven D. Zietlow, who acknowledged himself to be the Managing Partner of ZRH, a Wisconsin general partnership, and that as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as Managing Partner.

In witness whereof, I hereunto set my hand and official seal.

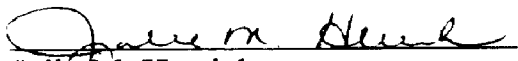
  
Julie M. Herrick  
La Crosse County, Wisconsin  
My commission expires 10/23/05



STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF LA CROSSE    )

On this 23<sup>rd</sup> day of May, 2002, before me Warren Nedegaard, who acknowledged himself to be Manager of Convenience Transportation, LLC, a Wisconsin limited liability company, and that as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as Manager.

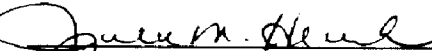
In witness whereof, I hereunto set my hand and official seal.

  
Julie M. Herrick  
La Crosse County, Wisconsin  
My commission expires 10/23/05

STATE OF WISCONSIN    )  
                                  ) ss.  
COUNTY OF LA CROSSE )

On this 23<sup>rd</sup> day of May, 2002, before me Donald P. Zietlow who acknowledged himself to be the President of Shiftar Bros., Inc., a Wisconsin corporation, and that as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

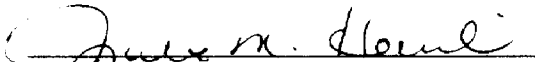
In witness whereof, I hereunto set my hand and official seal.

  
Julie M. Herrick  
La Crosse County, Wisconsin  
My commission expires 10/23/05

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF LA CROSSE    )

On this 23<sup>rd</sup> day of May, 2002, before me Donald P. Zietlow who acknowledged himself to be the President of Dotel, Ltd., a Wisconsin corporation, and that as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

In witness whereof, I hereunto set my hand and official seal.

  
Julie M. Herrick  
La Crosse County, Wisconsin  
My commission expires 10/23/05



**EXHIBIT A**

**SOFTWARE**

**DESCRIPTION OF SOFTWARE COLLATERAL**

Agreement dated November 11, 1999 with Lawson\*

Agreement dated May 14, 1999 with PDI\*

Agreement dated May 1, 1999 with Silvon\*

Agreement dated September 1, 1998 with Pinnacle\*

Internally developed business application software

\*Software license agreement may not be assigned without licensor consent.

**EXHIBIT B**

**COPYRIGHT COLLATERAL**

<u>COPYRIGHT DESCRIPTION</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF PUBLICATION</u>	<u>REGISTRATION NUMBER AND COUNTRY OF REGISTRATION</u>	<u>ORIGINAL AUTHOR OR OWNER OF COPYRIGHT (IF DIFFERENT FROM DEBTOR)</u>	DATE AND RECORDATION NUMBER OF IP AGREEMENT FROM OWNER TO DEBTOR (IF ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM DEBTOR)
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None on the date of this IP Agreement.

**EXHIBIT C**

**PATENT COLLATERAL**

PATENT DESCRIPTION	DOCKET NO.	COUNTRY	SERIAL NO.	FILING DATE	STATUS
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None on the date of this IP Agreement.

**EXHIBIT D****TRADEMARK COLLATERAL**

<u>Trademark Description</u>	<u>Country/ State</u>	<u>Serial/Reg. No.</u>	<u>Filing/ Reg. Date</u>	<u>Status</u>
KWIK STAR and Design	US	1,962,292	3/12/96	Registered
COUNTRY SELECT	US	2,021,386	12/3/96	Registered
URGE	US	2,064,924	5/27/97	Registered
HEARTY PLATTER	US	2,043,841	3/11/97	Registered
KWIK SPIRITS and Design	US	2,055,329	4/22/97	Registered
CHIPPO	US	2,075,567	7/1/97	Registered
KWIK CARD	US	2,119,124	12/9/97	Registered
KWIK TEA	US	2,133,831	2/3/98	Registered
KARUBA	US	2,077,426	7/8/97	Registered
FIRE STAR and Design	US	2,073,909	6/24/97	Registered
KWIK-ADE	US	2,073,965	6/24/97	Registered
THE KWIKERY and Design	US	2,075,771	7/1/97	Registered
THE KWIKERY	US	1,881,649	2/28/95	Registered
URGE!	US	2,094,852	9/9/97	Registered
NATURE'S TOUCH	US	2,526,366	1/8/02	Registered
KWIK KOOLER	US	2,101,343	9/30/97	Registered
Miscellaneous Design	US	2,105,406	10/14/97	Registered
DR. URGE	US	2,164,745	6/9/98	Registered
CONVENIENCE TRANSPORTATION, L.L.C.	US	2,400,721	10/31/00	Registered
KWIK QUENCHER	US	2,306,261	1/4/00	Registered
PRO-FLAME	US	2,474,197	7/31/02	Registered
COOL! BUDDY'S and Design	US	75/034,303	12/4/95	Pending
BIG BUDDY and Design	US	75/139,712	7/25/96	Pending
BEST BUDDY and Design	US	75/139,700	7/25/96	Pending
MEGA BUDDY and Design	US	75/161,063	9/3/96	Pending
LITTLE BUDDY and Design	US	75/139,710	7/25/96	Pending
MILK WORKS	US	75/874,526	12/17/99	Pending
KWIKITO	US	76/188,631	1/2/01	Pending

**OTHER TRADEMARK COLLATERAL****Common Law Trademarks****Internet Domain Names**

"www.kwiktrip.com"

**AMENDED AND RESTATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (this “IP Agreement”) is made this 1st day of September 2011, by and among:

(i) KWIK TRIP, INC., a Wisconsin corporation, having an address at 1626 Oak Street, La Crosse, WI 54603 (“Kwik Trip”);

(ii) HRZ LLP, a Wisconsin general partnership, having an address at 1626 Oak Street, La Crosse, WI 54603;

(iii) ZRH LLP, a Wisconsin general partnership, having an address at 1626 Oak Street, La Crosse, WI 54603;

(iv) CONVENIENCE STORE INVESTMENTS, A WISCONSIN LIMITED PARTNERSHIP, a Wisconsin limited partnership, having an address at 1626 Oak Street, La Crosse, WI 54603 (“CSI”);

(v) CONVENIENCE TRANSPORTATION, LLC, a Wisconsin limited liability company, having an address at 1626 Oak Street, La Crosse, WI 54603;

(vi) DOTEL LTD., a Wisconsin corporation, having an address at 1626 Oak Street, La Crosse, WI 54603;

(vii) SHIFTAR BROS., INC., a Wisconsin corporation, having an address at 1626 Oak Street, La Crosse, WI 54603; and

(viii) PI/PROFESSIONAL INVESTMENTS, INC, a Minnesota corporation, having an address at 1300 IDS Center, 80 S. 8<sup>th</sup> Street, Minneapolis, MN 55402 (the foregoing (i) through (viii), each individually a “Debtor” and individually and collectively, the “Debtors”)

to and in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION (successor-by-merger to Wachovia Bank, National Association), having an address at 1525 West W.T. Harris Blvd., Charlotte, NC 28262, and its successors and assigns (“Collateral Agent”), as “Collateral Agent” for the Lenders (defined below), the Bank Product Providers (as defined in the Credit Agreement), Administrative Agent (defined below) and the Noteholders (defined below). Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Credit Agreement (defined below).

**BACKGROUND**

The Debtors, the lenders party thereto (the “Existing Lenders”) and Wells Fargo Bank, National Association (successor-by-merger to Wachovia Bank, National Association), as

administrative agent and collateral agent have previously entered into a Credit Agreement, dated as of May 24, 2002 (the "Existing Credit Agreement").

The Debtors have entered into an Amended and Restated Credit Agreement (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), dated the date hereof, by and among the Debtors and the lenders listed from time to time on Schedule 2 to the Credit Agreement (together with their successors and assigns under the Credit Agreement, each individually a "Lender," and individually and collectively, the "Lenders") and Wells Fargo Bank, National Association (successor-by-merger to Wachovia Bank, National Association), as administrative agent for the Lenders, pursuant to which the Lenders have agreed, subject to the terms and conditions set forth therein, to make available to the Debtors an aggregate principal amount of up to Two Hundred Fifty Million Dollars (\$250,000,000) on a revolving credit basis, which may be increased to up to Three Hundred Fifty Million Dollars (\$350,000,000) pursuant to Section 2.22 of the Credit Agreement, and One Hundred Million Dollars (\$100,000,000) on a term loan basis. In addition, from time to time, the Debtors may enter into Bank Products with Bank Product Providers. The Obligations (as defined in the Credit Agreement), together with Bank Product Debt (as defined in the Credit Agreement), are hereinafter referred to as the "Bank Debt".

In addition, CSI has previously issued and may from time to time issue one or more other series of secured notes under the Note Purchase Agreement referred to below, in the aggregate principal amount, for all such series of notes, of up to \$400,000,000 at any time outstanding, which will be guaranteed by the other Borrowers (as amended, restated or otherwise modified from time to time, each individually a "Private Placement Note", and individually and collectively, the "Private Placement Notes"), pursuant to that certain Note Purchase and Private Shelf Agreement dated May 24, 2002 (as amended, restated or otherwise modified from time to time, the "Note Purchase Agreement") by and among CSI, the other Borrowers and The Prudential Insurance Company of America ("Prudential", each other purchaser, if any, named in the purchaser schedule attached to the Note Purchase Agreement, and each other Prudential Affiliate (as defined in the Note Purchase Agreement) which may become bound by certain provisions thereof as provided therein, together with all other holders from time to time of the Private Placement Notes, each individually a "Noteholder" and individually and collectively, the "Noteholders").

The Secured Parties and the Collateral Agent have entered into an Amended and Restated Intercreditor and Collateral Agency Agreement dated the date hereof (as amended, restated or otherwise modified from time to time, the "Intercreditor and Collateral Agency Agreement") governing their respective rights as creditors of the Debtors and appointing the Collateral Agent as the agent of the Secured Parties with respect to the collateral securing the Bank Debt and the Private Placement Notes.

It is a condition of the Credit Agreement and the Note Purchase Agreement that the Debtors enter into this IP Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of any loans, extensions of credit, or other financial accommodations made or to be made by the Secured Parties or any of their Affiliates to

the Debtors or to any other Obligor (defined below), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Debtors hereby represent, warrant, covenant and agree with the Collateral Agent as follows:

Section 1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of the Liabilities (defined below), each Debtor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Debtor's right, title and interest in, to and under the Computer Software Collateral which is not Excluded Computer Software Collateral, the Copyright Collateral, the Patent Collateral, the Trade Secrets Collateral and the Trademark Collateral (each as defined below), now or hereafter existing, created, acquired or held, if any (all of which shall, individually and collectively, be called the "Intellectual Property Collateral"). As used herein:

"Computer Software Collateral" means:

- (a) all software programs (including both source code, object code and all related applications and data files), whether now owned, licensed or leased or hereafter developed, designed or acquired by any Debtor;
- (b) all firmware associated with the software programs described in clause (a) of this definition;
- (c) all documentation (including flow charts, logic diagrams, manuals, guides and specifications) with respect to such software and firmware described in the preceding clauses (a) through (b);
- (d) the specific software programs set forth in Exhibit A attached hereto other than software programs acquired through in-bound shrink wrap agreements and commercial off-the-shelf software programs; and
- (e) all rights with respect to all of the foregoing, including without limitation, any and all copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing.

"Copyright Collateral" means all copyrights of any Debtor in addition to the Computer Software Collateral, and all semi-conductor chip product mask works of any Debtor, whether under statutory or common law, registered or unregistered, now or hereafter in force throughout the world, including, without limitation, all of a Debtor's right, title and interest in and to all copyrights and mask works registered in the United States Copyright Office or anywhere else in the world and also including, without limitation, those set forth on Exhibit B attached hereto, and all applications for registration thereof, whether pending or in preparation, all copyright and mask work licenses, including each copyright and mask work license (whether as licensee or licensor) referred to in Exhibit B, the right to sue for past, present and future infringements of

any thereof, all rights corresponding thereto throughout the world, including, without limitation, all neighboring rights and moral rights, all extensions and renewals of any thereof and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

“Excluded Computer Software Collateral” meant Computer Software Collateral to the extent any applicable license or agreement therefor expressly prohibits the assignment thereof or the granting of a security interest therein.

“Patent Collateral” means:

(a) all of any Debtor’s letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world, whether now existing or hereafter acquired (current patents are listed on Exhibit C);

(b) all patent licenses of any Debtor (whether as licensee or licensor);

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clauses (a) and (b) of this definition; and

(d) all proceeds of, and rights associated with, the foregoing (including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to herein, and for breach or enforcement of any patent license, including any patent license referred to herein, and all rights corresponding thereto throughout the world.

“Secured Parties” means the Collateral Agent, the Administrative Agent, the Lenders, the Noteholders, each Bank Product Provider, and any holders of Additional Private Placement Debt who may become party to the Intercreditor and Collateral Agency Agreement.

“Trade Secrets Collateral” means all common law and statutory trade secrets and all other confidential or proprietary or useful information of any Debtor and all know-how obtained by or used in or contemplated at any time for use in the business of any Debtor (all of the foregoing being collectively called a “Trade Secret”), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licenses of any Debtor (whether as licensee or licensor), including each Trade Secret license referred to herein, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license,

“Trademark Collateral” means:

(a) all of any Debtor’s: trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks,



certification marks, collective marks, logos, other source of business identifiers, Internet domain name registrations, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the word or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any state thereof or any foreign country (current trademarks are listed on Exhibit D);

(b) all Trademark licenses (whether as licensee or licensor);

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b) of this definition;

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit and any claim by any Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to herein, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license,

Section 2. Liabilities Secured. The foregoing assignment and security interest is made for the purpose of securing (in such order as set forth in the Intercreditor and Collateral Agency Agreement) the Liabilities. The term "Liabilities", as used herein, means any and all of the indebtedness, obligations and liabilities of any kind and description arising in any way of any of the Debtors or of any Obligor to the Collateral Agent or any Secured Party or to any affiliate of the Collateral Agent or any Secured Party, whether individual or collective, joint or several, direct or indirect, absolute or contingent, secured or unsecured, due or to become due, arising by operation of law or otherwise, now existing or hereafter arising under or in respect of the Credit Documents (defined below) or any Bank Product, whether incurred by the Debtors and/or any other Obligor as principal, surety, endorser, guarantor, accommodation party or otherwise, including without limitation any future advances, whether obligatory or voluntary under, or refinancings, renewal or extensions of or substitutions for, any existing or future debt, principal, interest and fees, late fees, yield-maintenance amounts, prepayment premiums and expenses (including without limitation reasonable attorneys' fees and costs), and any and all costs, expenses and liabilities which may be made or incurred by the Collateral Agent or any Secured Party in any way in connection with any of the Liabilities or any collateral security therefor. "Obligor", as used herein, means individually, and "Obligors" means individually and collectively, each Debtor and each and every maker, endorser, guarantor, surety of or party obligated for any of the Liabilities. "Credit Documents", as used herein, means all notes, loan

agreements, guarantees, security agreements, mortgages, instruments, pledge agreements, assignments, acceptance agreements, commitments, facilities, reimbursement agreements and any other agreements, documents and instruments, now or hereafter existing, creating, evidencing, guarantying, securing or relating to any or all of the Liabilities, including without limitation the Credit Agreement, the other Loan Documents, Bank Products, the Note Purchase Agreement, the Private Placement Notes, the other Note Purchase Documents and the Intercreditor and Collateral Agency Agreement, together with all amendments, modifications, renewals, extensions or restatements thereof.

Section 3. Authorization and Request. Each Debtor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks, and any other appropriate officer of a Governmental Authority having authority over such matters, whether state or federal or in any foreign country, as applicable, record this IP Agreement.

Section 4. Covenants and Warranties. Debtor represents, warrants, covenants and agrees as follows:

(a) Except for licensed Intellectual Property Collateral, each Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in the Intellectual Property Collateral, free and clear of any liens, charges and encumbrances except for those created hereunder and those expressly permitted by Section 6.3 of the Credit Agreement and by Paragraph 6F of the Note Purchase Agreement;

(b) Performance of this IP Agreement does not conflict with or result in a breach of any other agreement to which any Debtor is bound, and this IP Agreement constitutes the grant of a security interest;

(c) During the term of this IP Agreement, no Debtor will transfer, assign, sell, hypothecate, or otherwise encumber any interest in the Intellectual Property Collateral, except as expressly permitted by Section 6.6 of the Credit Agreement and Paragraph 6I of the Note Purchase Agreement;

(d) Each Debtor agrees that simultaneously with execution of this IP Agreement, and upon any amendment of Exhibit A, B, C or D hereto, such Debtor shall, upon the request of Collateral Agent, execute the form of Notice appended hereto as Schedule 1 (each, a "Notice") with respect to any Patent, Trademark or Copyright Collateral now owned or hereafter acquired, and shall deliver it to Collateral Agent for recording in the Patent and Trademark Office or Copyright Office, and in any other appropriate office on a state level or in any foreign country, as applicable, so as to formally record this IP Agreement;

(e) Each Debtor shall promptly advise Collateral Agent of any material adverse change in the composition of the Intellectual Property Collateral, including but not limited to any ownership right of any Debtor in or to any Trademark, Patent, Copyright, or other Intellectual Property Collateral specified in this IP Agreement and any abandonment, forfeiture or dedication to the public of the Computer Software,

Trademark, Patent, Copyright, Trade Secrets and other Intellectual Property Collateral specified in this IP Agreement, to the extent that any of the foregoing could reasonably be expected to have a Material Adverse Effect;

(f) Each Debtor shall use best efforts to: (i) protect, defend and maintain the validity and enforceability of the Trademark, Patent, Copyright, Trade Secrets and other Intellectual Property Collateral; (ii) apply for registration of non-registered Computer Software, Patent, Trademark and Copyright Collateral as such are created, adopted or used and shall diligently prosecute such applications; (iii) detect infringements of the Trademark, Patent, Copyright and other Intellectual Property Collateral and misappropriations of the Trade Secrets Collateral and promptly advise Collateral Agent in writing of infringements and misappropriations detected; (iv) not forego any right to protect and enforce rights to Computer Software, Trademark, Patent, Copyright, Trade Secrets or other Intellectual Property Collateral; and (v) not allow any Computer Software, Trademark, Patent, Copyright, Trade Secrets or other Intellectual Property Collateral to be abandoned, forfeited or dedicated to the public without the prior written consent of Collateral Agent, in each case to the extent that failure to do so could reasonably be expected to have a Material Adverse Effect;

(g) Each Debtor shall promptly notify Collateral Agent of all after-acquired intellectual property, whether hereafter owned, developed or acquired by any Debtor or any Subsidiary of any Debtor and shall notify Collateral Agent of any filed applications to register or patents or registrations issued after the execution hereof, all in accordance with Section 5.15 of the Credit Agreement. Any expenses incurred in connection with such applications shall be borne by the Debtors;

(h) Each Debtor shall take such actions as Collateral Agent may reasonably request from time to time to perfect or continue the perfection of Collateral Agent's interest in the Intellectual Property Collateral;

(i) This IP Agreement creates, and in the case of after-acquired Intellectual Property Collateral this IP Agreement will create at the time any Debtor first has rights in such after-acquired Intellectual Property Collateral, in favor of Collateral Agent, a valid and, upon making the filings referred to in clause (j) below, a perfected first priority security interest in the Intellectual Property Collateral securing the payment and performance of the Liabilities;

(j) Except for, and upon, filing of UCC-1 financing statements in the jurisdiction of organization of the Debtors and (i) with the United States Patent and Trademark Office with respect to the Patents and Trademark Collateral and (ii) the Register of Copyrights with respect to the Copyright Collateral, that are necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by any Debtor of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by any Debtor or (ii) for the perfection of the

security interests granted hereby or the exercise by Collateral Agent of its rights and remedies thereunder;

(k) All information heretofore, herein or hereafter supplied to Collateral Agent by or on behalf of Debtors with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(l) No Debtor shall enter into any agreement that would impair or conflict with any Debtor's obligations hereunder without Collateral Agent's prior written consent. No Debtor shall permit the inclusion in any contract to which it becomes a party of any provisions that reasonably could in any way prevent the creation of a security interest in any Debtor's rights and interest in any Intellectual Property Collateral that may be acquired by any Debtor under such contract;

(m) No Debtor shall take any action, or enter into any license, royalty, assignment or other agreement which is inconsistent with any Debtor's obligations under this IP Agreement or which has the effect of reducing the value of the Intellectual Property Collateral; and

(n) Upon any executive officer of any Debtor obtaining actual knowledge thereof, Debtors will promptly notify Collateral Agent in writing of any event that is reasonably likely to materially impair (i) the value of any Intellectual Property Collateral, (ii) the ability of any Debtor to dispose of any Intellectual Property Collateral and (iii) the rights and remedies of Collateral Agent in relation thereto, including without limitation the levy of any legal process against any of the Intellectual Property Collateral.

Section 5. Collateral Agent's Rights. Collateral Agent shall have the right, but not the obligation, to take, at Debtors' sole expense, any action that any Debtor is required to take under this IP Agreement but which such Debtor fails to take, after ten (10) days' notice of such failure to Kwik Trip. Debtors shall reimburse and indemnify Collateral Agent for all costs and expenses incurred in the exercise of its rights under this Section 5.

Section 6. Responsibility of Debtors. In furtherance and not in limitation of the other provisions of this Section 6, Collateral Agent shall have no duty or responsibility with respect to the Intellectual Property Collateral or its preservation. Each Debtor acknowledges and agrees that it has reviewed the terms of this IP Agreement with counsel of its choosing and that such Debtor has determined that neither execution, delivery nor performance of this IP Agreement by such Debtor or by Collateral Agent will in any way impair the Intellectual Property Collateral or such Debtor's right, title and interest therein, subject to the purpose of this IP Agreement, which is to impose a lien thereon in favor of Collateral Agent.

Section 7. Conduct of Business; Inspection Rights. In order to preserve and protect the goodwill associated with the Trademarks, each Debtor covenants and agrees to maintain the quality of the products and services sold under or in connection with the Intellectual Property Collateral and, except in accordance with customary business practices, shall not at any time permit any impairment of the quality of said products and services. Each Debtor hereby grants

to the Collateral Agent and its employees and agents the right, from time to time, upon reasonable notice, and without unduly disrupting the Debtors' business activities, to visit any Debtor's (or any of their affiliates') retail stores or the plants and facilities that manufacture, provide, inspect or store products or services sold under any of the Trademark Collateral, and to inspect the products and quality control records relating thereto, at any time. Each Debtor shall do any and all acts required by the Collateral Agent to ensure Debtors' compliance with this Section 7. Each Debtor hereby grants to Collateral Agent and its employees, representatives and agents the right, from time to time, upon reasonable notice, and without unduly disrupting the Debtors' business activities, to visit any Debtor, and any of any Debtor's retail stores or the plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto as often as may be requested. The foregoing provisions of this Section 7 are applicable to each Debtor at such time as such Debtor has developed products and services capable of being sold to the public. Upon the occurrence and during the continuance of a Default or Event of Default, or if in connection with a request of the Debtors, the costs of any visits or inspections carried out under this Section 7 shall be borne by the Debtors.

Section 8. Further Assurances; Attorney in Fact.

(a) On a quarterly basis, or more frequently as may be requested by the Administrative Agent, and at Debtors' sole expense, each Debtor shall, subject to any prior licenses, encumbrances and restrictions and prospective licenses, execute, acknowledge and deliver for filing, all such instruments, including financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all other such action as may be requested by Collateral Agent, to create, preserve, continue, charge, validate or perfect the security interest of the Collateral Agent, for the benefit of the Secured Parties, in all Computer Software, Copyright, Patent, Trademark, Trade Secrets and other Intellectual Property Collateral and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Collateral Agent the grant or perfection of a security interest to the Collateral Agent, for the benefit of the Secured Parties, in all Intellectual Property Collateral.

(b) Each Debtor hereby irrevocably appoints Collateral Agent as such Debtor's attorney-in-fact, with full authority in the place and stead of any Debtor and in the name of any Debtor, Collateral Agent or otherwise, from time to time in Collateral Agent's discretion, upon the occurrence and during the continuance of a Default or an Event of Default, or at any time for the purpose of protecting or preserving the security interest of the Collateral Agent and the Secured Parties in the Intellectual Property Collateral, to take any action and/or to execute any instrument which Collateral Agent may reasonably deem necessary to accomplish the purposes of this IP Agreement, including without limitation:

(i) the modification, in its sole discretion, of this IP Agreement without first obtaining any Debtor's approval of or signature to such modification by amending any Exhibit hereof, as appropriate, to include reference to any right, title or interest in any Copyright, Patent, Trademark, and/or other Intellectual Property Collateral owned or

acquired by any Debtor after the execution hereof or to delete any reference to any right, title or interest in any Copyright, Patent, Trademark, and/or other Intellectual Property Collateral in which a Debtor no longer has or claims any right, title or interest;

(ii) the filing, in its sole discretion, of one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of any Debtor; and

(iii) upon the occurrence and during the continuance of a Default (as defined in the Intercreditor and Collateral Agency Agreement) or an Event of Default (as defined in the Intercreditor and Collateral Agency Agreement), the endorsement of any Debtor's name on all applications, documents, papers and instruments as is necessary for the Collateral Agent to use the Intellectual Property Collateral, or to grant or issue any exclusive or non-exclusive license under the Intellectual Property Collateral to any third person, or necessary for the Collateral Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral, including the goodwill associated therewith, to Collateral Agent or any third person.

(c) This power of attorney, being coupled with an interest, shall be irrevocable for the life of this IP Agreement, provided that the exercise of such power of attorney by the Collateral Agent shall be upon the occurrence and during the continuance of a Default or an Event of Default or at any time for the purpose of protecting or preserving the security interest of the Collateral Agent and the Secured Parties in the Intellectual Property Collateral.

#### Section 9. Remedies.

(a) Upon the occurrence and during the continuance of a Default or an Event of Default and after notice from Collateral Agent that any Debtor's rights to use the Intellectual Property are terminated, such Debtor's rights to use the Intellectual Property Collateral shall terminate forthwith and Collateral Agent shall have the right to exercise all the remedies of a secured party under the Uniform Commercial Code and any applicable federal law, including without limitation the right to require any Debtor to assemble the Intellectual Property Collateral and any tangible property in which Collateral Agent has a security interest and to make it available to Collateral Agent at a place designated by Collateral Agent. Collateral Agent shall have a nonexclusive, royalty-free license to use the Computer Software, Copyright, Patent, Trademark, Trade Secrets and other Intellectual Property Collateral to permit Collateral Agent to exercise its rights and remedies upon the occurrence and during the continuance of a Default or an Event of Default. Debtors will pay any expenses (including attorneys' fees) incurred by Collateral Agent in connection with the exercise of Collateral Agent's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Collateral Agent's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

(b) Upon the occurrence and during the continuance of a Default or an Event of Default, without limiting the generality of the foregoing, the Collateral Agent may immediately, without demand of performance and without advertisement, require any Debtor to assign of

record the Intellectual Property Collateral to Collateral Agent (or its assignees), and/or beneficially sell at public or private sale or otherwise realize upon the whole, or from time to time any part, of the Intellectual Property Collateral and the goodwill associated therewith or any interest which any Debtor has therein, and after deducting from the proceeds of said sale or other disposition of the Intellectual Property Collateral all expenses (including all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Liabilities in accordance with the provisions of the Intercreditor and Collateral Agency Agreement. Prior notice of any sale or other disposition of the Intellectual Property Collateral need not be given to any Debtor unless otherwise required by law (and if notice is required by law, it shall be given ten (10) Business Days before the time of any intended public or private sale or other disposition of the Intellectual Property Collateral is to be made, which each Debtor hereby agrees shall be reasonable notice of such sale or other disposition). At any such sale or other disposition, the Collateral Agent (or any successor or assignee of the Collateral Agent) may, to the extent permissible under applicable law, purchase the whole or any part of or interest in the Intellectual Property Collateral sold, free from any right of redemption on the part of any Debtor, which right is hereby waived and released.

Section 10. Conduct of Business After Default or Event of Default. The parties understand and agree that the collateral assignment with respect to the Intellectual Property Collateral as provided for in this IP Agreement will and is intended to permit the Collateral Agent and its successors and assigns, for the benefit of the Secured Parties, upon the occurrence and continuance of a Default or an Event of Default, to take title to and make use of all rights to the Intellectual Property Collateral and to carry on the business of Debtors.

Section 11. Deficiency. If proceeds referred to in Section 9(b) above are insufficient to pay the Liabilities in full in cash, Debtors and each other Obligor shall, jointly and severally, continue to be liable for the entire deficiency.

Section 12. Indemnity.

(a) Each Debtor agrees to defend, indemnify and hold harmless Collateral Agent, each Secured Party and their respective successors and assigns, directors, officers, employees, and agents from and against: (i) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, including without limitation, the assignment of the Intellectual Property Collateral, the use of the Intellectual Property Collateral, the alleged infringement by the Collateral Agent of the intellectual property rights of others, any infringement action or other claim relating to the Intellectual Property Collateral or enforcement of the terms hereof (all of which shall collectively be called the "Transactions"), and (ii) all losses or expenses in any way suffered, incurred, or paid by Collateral Agent or any Secured Party as a result of the Transactions under this IP Agreement or any of the other Credit Documents (including without limitation, reasonable attorneys' fees and expenses), except to the extent that any of the foregoing directly result from the gross negligence or willful misconduct of the party seeking indemnification therefor.

(b) Each Debtor also agrees to defend, indemnify and hold harmless Collateral Agent, each Secured Party and their respective successors and assigns, directors, officers, employees,

and agents, on demand, from and against any and all losses, claims, obligations, damages, fees, costs, liabilities, expenses or disbursements of any kind and nature whatsoever (including but not limited to reasonable fees and disbursements of counsel, interest, penalties, and amounts paid in settlement) incurred by the Collateral Agent, any Secured Party and their respective successors and assigns in connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Intellectual Property Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property Collateral, except to the extent that any of the foregoing directly result from the gross negligence or willful misconduct of the party seeking indemnification therefor.

Section 13. Release of Security Interest.

(a) Certain Releases of Collateral by the Collateral Agent. Reference is hereby made to the Intercreditor and Collateral Agency Agreement which contains provisions pursuant to which the Secured Parties have appointed and authorized the Collateral Agent to take certain actions on behalf of the Secured Parties in connection with releases of Collateral to the extent permitted by and provided for under the Credit Agreement and the Note Purchase Agreement in accordance with the terms and conditions set forth therein.

(b) Release Upon Payment in Full of the Liabilities and Termination of the Credit Documents. At such time as Debtors shall completely and finally satisfy all of the Liabilities secured hereunder in full in cash, and there shall exist no continuing liability of Debtors with respect to the Liabilities secured hereunder (other than contingent indemnification obligations to the extent no unsatisfied claim has been asserted), and the Aggregate Commitment under the Credit Agreement, the Private Placement Notes and the facility under the Note Purchase Agreement each shall have been irrevocably terminated, then upon the written request of Debtors, Collateral Agent shall release its security interest in the Intellectual Property Collateral and execute and deliver to Debtors all UCC-3 termination statements or other instruments evidencing such release as may be reasonably released by Debtors.

Section 14. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 15. Successor and Assigns. This IP Agreement shall be binding upon and shall inure to the benefit of the successors or assigns of the Debtors, the Collateral Agent and the Secured Parties and shall constitute a continuing agreement, applying to all future as well as existing transactions between the Debtors, the Collateral Agent and the Secured Parties, or their successors and assigns.

Section 16. Amendments. This IP Agreement may be amended only by a written instrument signed by all parties hereto, except as specifically provided under Section 8 hereof.



Section 17. Counterparts. This IP Agreement may be executed in two or more counterparts, and each party may sign on a separate counterpart, each of which shall be deemed an original but all of which together shall constitute the same instrument.

Section 18. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to conflicts of law principles.

Section 19. Confidentiality. In handling any confidential information, Collateral Agent shall exercise the same degree of care that it exercises with respect to its own proprietary information to maintain the confidentiality of any non-public information thereby received or received pursuant to this IP Agreement, except that the disclosure of this information may be made (a) as required by law, regulation, rule or order, subpoena, judicial order or similar order, (b) to any Secured Party, and (c) provided that the recipient has entered into a comparable confidentiality agreement in favor of Debtors and has delivered a copy, (i) to any Debtor, (ii) to the affiliates of the Collateral Agent, to prospective transferees or purchasers of or participants in an interest in the Liabilities secured hereby, and (iv) as may be required in connection with the examination, audit or similar investigation of Collateral Agent

Section 20. Interpretation with Other Documents. Notwithstanding anything in this IP Agreement to the contrary, in the event of a conflict or inconsistency between the IP Agreement, the Credit Agreement and the Note Purchase Agreement, the provisions of the Intercreditor and Collateral Agency Agreement shall govern with respect to matters expressly set forth therein.

Section 21. Waiver of Jury Trial. EACH DEBTOR AND SECURED PARTY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS, OBLIGATIONS OR LIABILITIES HEREUNDER OR THE PERFORMANCE OR ENFORCEMENT OF ANY SUCH RIGHTS, OBLIGATIONS OR LIABILITIES. Except as prohibited by law, each Debtor and Secured Party waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each Debtor (i) certifies that neither the Collateral Agent, nor any Secured Party, nor any representative, agent or attorney of any of them has represented, expressly or otherwise, that the Collateral Agent or any Secured Party would not, in the event of litigation, seek to enforce the foregoing waivers or other waivers contained in this Agreement and (ii) acknowledges that, in entering into the Credit Documents, the Collateral Agent and each Secured Party is relying upon, among other things, the waivers and certifications contained in this Section 21.

Section 22. Severability. The provisions of this IP Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this IP Agreement in any jurisdiction.

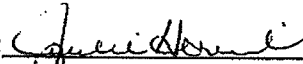
Section 23. Definitions. Capitalized terms used and nor otherwise defined herein shall have the meanings given to them in the Intercreditor and Collateral Agency Agreement.

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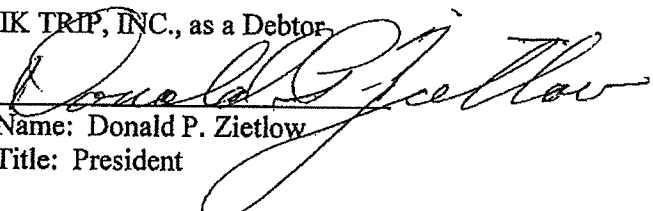
Kwik Trip, Inc.  
Amended and Restated  
Intellectual Property Security Agreement

IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

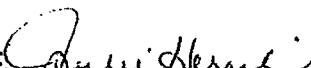
WITNESS:

By:   
Name: JULIE HERRICK  
Title: LEGAL ADMINISTRATOR

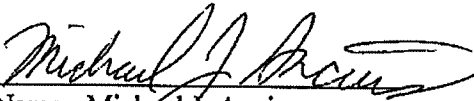
KWIK TRIP, INC., as a Debtor

By:   
Name: Donald P. Zietlow  
Title: President

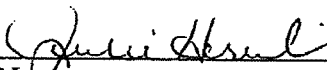
WITNESS:

By:   
Name: JULIE HERRICK  
Title: LEGAL ADMINISTRATOR

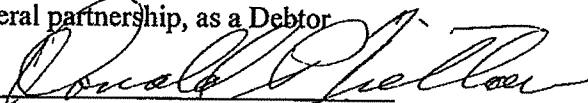
CONVENIENCE STORE  
INVESTMENTS, A WISCONSIN  
LIMITED PARTNERSHIP, as Debtor  
By: Convenience Store Investments, Inc.,  
its Sole General Partner

By:   
Name: Michael J. Ancius  
Title: President


WITNESS:

By:   
Name: JULIE HERRICK  
Title: LEGAL ADMINISTRATOR

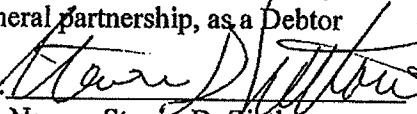
HRZ LLP, a Wisconsin limited liability  
partnership, successor to HRZ, a Wisconsin  
general partnership, as a Debtor

By:   
Name: Donald P. Zietlow  
Title: Managing Partner

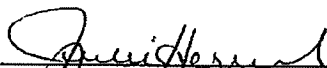
WITNESS:

By:   
Name: JULIE HERRICK  
Title: LEGAL ADMINISTRATOR

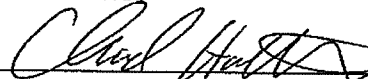
ZRH LLP, a Wisconsin limited liability  
partnership, successor to ZRH, a Wisconsin  
general partnership, as a Debtor

By:   
Name: Steven D. Zietlow  
Title: Managing Partner

WITNESS:

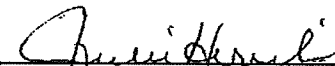
By:   
Name: JULIE HERRICK  
Title: LEGAL ADMINISTRATOR

CONVENIENCE TRANSPORTATION,  
LLC, as a Debtor

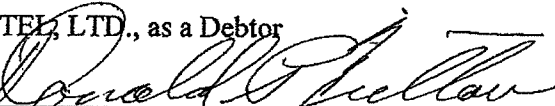
By:   
Name: Chad Hollett  
Title: Manager

Kwik Trip, Inc.  
Amended and Restated  
Intellectual Property Security Agreement

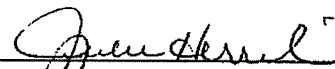
WITNESS:

By:   
Name: JULIE HERRICK  
Title: LEGAL ADMINISTRATION

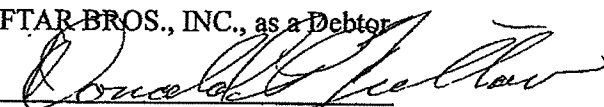
DOTEL, LTD., as a Debtor

By:   
Name: Donald P. Zietlow  
Title: President


WITNESS:

By:   
Name: JULIE HERRICK  
Title: LEGAL ADMINISTRATION

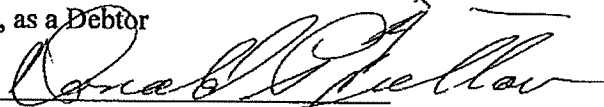
SHIFTAR BROS., INC., as a Debtor

By:   
Name: Donald P. Zietlow  
Title: President

WITNESS:

By:   
Name: JULIE HERRICK  
Title: LEGAL ADMINISTRATION

PI/PROFESSIONAL INVESTMENTS,  
INC, as a Debtor

By:   
Name: Donald P. Zietlow  
Title: President

Kwik Trip, Inc.  
Amended and Restated  
Intellectual Property Security Agreement

Acknowledged:  
WELLS FARGO BANK, NATIONAL  
ASSOCIATION (successor-by-merger to Wachovia  
Bank, National Association)  
as Collateral Agent

By: \_\_\_\_\_

  
Name: Greg Strauss  
Title: Director

**EXHIBIT A**

**SOFTWARE**

**DESCRIPTION OF SOFTWARE COLLATERAL**

Agreement dated November 11, 1999 with Lawson\*

Agreement dated May 14, 1999 with PDI\*

Agreement dated May 1, 1999 with Silvon\*

Agreements dated September 1, 1998 with Pinnacle\*

Internally developed business application software

\*Software license agreement may not be assigned without licensor consent.

**EXHIBIT B**  
**COPYRIGHT COLLATERAL**

None.

**EXHIBIT C**  
**PATENT COLLATERAL**

None.



**EXHIBIT D**

**TRADEMARK COLLATERAL**



See attached.

**OTHER TRADEMARK COLLATERAL**

**Internet Domain Names**

“www.kwiktrip.com”


Trademark Report for Kwik Trip, Inc.

Docket Number	Client Name	Status	Country	Mark	Application No.	Application Date	Registration Number	Registration Date	Int'l. Classes	Goods	Next Action Due
051456-0103-1	Kwik Trip, Inc.	Registered	United States of America	THE KWIKERY	74358601	2/18/1998	1887649	2/28/1998	42	Class 042: RETAIL CONVENIENCE STORES; RESTAURANTS AND RETAIL GASOLINE STATIONS.	2/28/2015
051456-0103C	Kwik Trip, Inc.	Registered	United States of America	KWIK STAR (AND DESIGN) 	741489725	12/15/1998	1962292	3/12/1998	37, 42	Class 37: RETAIL GASOLINE STATION SERVICES. Class 42: RETAIL CONVENIENCE STORES AND RESTAURANT SERVICES.	3/12/2016
051456-0110	Kwik Trip, Inc.	Registered	United States of America	COUNTRY SELECT	741646837	3/15/1998	2021386	12/3/1998	31	Class 031: Dog food and cat food.	12/3/2016
051456-0112	Kwik Trip, Inc.	Registered	United States of America	HEARTY PLATTER	75112638	6/9/1998	2043841	3/11/1997	42	Class 042: Restaurants.	3/11/2017
051456-0114	Kwik Trip, Inc.	Registered	United States of America	KWIK CARD	751126241	6/27/1998	2119124	12/9/1997	36	Class 036: CREDIT CARD SERVICES.	12/9/2017
051456-0117	Kwik Trip, Inc.	Registered	United States of America	KARUBA	751128861	7/2/1998	2077426	7/8/1997	30	Class 030: Coffee.	7/8/2017
051456-0120	Kwik Trip, Inc.	Registered	United States of America	KWIK-ADE	75114507	8/5/1998	2073865	6/24/1997	32	Class 032: Sports drinks.	6/24/2017
051456-0121	Kwik Trip, Inc.	Registered	United States of America	URGEI	751146637	8/12/1998	2094892	9/9/1997	29, 30	Class 029: SNACK MIX, CONSISTING PRIMARILY OF PROCESSED FRUITS, PROCESSED NUTS AND/OR RAISINS; SNACK FOOD DIPS, NAMELY CHEESE DIP; POTATO CHIPS; AND PROCESSED NUTS. Class 030: CANDY; FROZEN PIZZAS; SNACK FOODS; AND SALSA.	9/9/2017
051456-0122	Kwik Trip, Inc.	Registered	United States of America	FIRE STAR (AND DESIGN) 	751139711	7/25/1998	2073909	6/24/1997	1, 3, 4	Class 001: BRAKE FLUID/POWER STEERING FLUID. Class 003: FUEL INJECTOR AND CARBURETOR CLEANER. Class 004: MOTOR OIL AND TRANSMISSION FLUID.	6/24/2017
051456-0127	Kwik Trip, Inc.	Registered	United States of America	NATURE'S TOUCH	751149271	8/12/1998	2626366	1/8/2002	29, 30, 32	Class 029: Eggs. Class 030: Milk and ice cream. Class 032: Water and fruit juice.	1/8/2012

Trademark Report for Kwik Trip, Inc.


Docket Number	Client Name	Status	Country	Mark	Application No.	Application Date	Registration Number	Registration Date	Int'l Classes	Goods	Next Action	Next Action Due
051456-0139	Kwik Trip, Inc.	Registered	United States of America	CONVENIENCE TRANSPORTATION, L.L.C.	76565802	9/22/1998	2400721	10/31/2000	39	Class 39: Transportation of goods by truck.	Next Renewal Due	10/31/2020
051456-0141	Kwik Trip, Inc.	Registered	United States of America	KWIK QUIENCHER	764645927	2/19/1999	2306261	1/4/2000	32	Class 32: Fruit flavored soft drinks.	Next Renewal Due	1/4/2020
051456-0148	Kwik Trip, Inc.	Registered	United States of America	KWIKITO	76188631	1/2/2001	2618857	9/10/2002	30	Class 30: Burritos.	Next Renewal Due	9/10/2012
051456-0155	Kwik Trip, Inc.	Registered	United States of America	CINNAMON CINNSATIONS	764645477	9/27/2002	2916602	1/4/2005	30	CLASS 30: Bakery items, namely cinnamon rolls and caramel nut rolls	Next Renewal Due	1/4/2015
051456-0156	Kwik Trip, Inc.	Registered	United States of America	CHUNKA LUNKA	764645365	9/27/2002	2860994	7/6/2004	30	CLASS 30: Cookies	Next Renewal Due	7/6/2014
051456-0158	Kwik Trip, Inc.	Registered	United States of America	FIRST LIGHT	764646200	11/6/2002	2564367	6/28/2005	30	CLASS 30: Breakfast sandwiches, namely breakfast sandwiches sold in convenience stores	Next Renewal Due	6/28/2015
051456-0162	Kwik Trip, Inc.	Registered	United States of America	KWIK BUCKS	76479187	12/30/2002	2654739	6/15/2004	35	CLASS 35: Retail store services featuring convenience store items and gasoline, and featuring a purchase point awards program with such points redeemable for merchandise or food for program members	Next Renewal Due	6/15/2014
051456-0168	Kwik Trip, Inc.	Registered	United States of America	MILK MOOLA	76565238	4/9/2003	2949134	5/10/2005	36	CLASS 36: Charitable fund raising, namely, providing charitable contributions to schools in exchange for collecting milk container lids	Next Renewal Due	5/10/2015
051456-0169	Kwik Trip, Inc.	Registered	United States of America	GLAZERS	76515854	5/21/2003	2959127	12/7/2004	30	CLASS 30: Individually packaged bakery items	Next Renewal Due	12/7/2014
051456-0183	Kwik Trip, Inc.	Registered	United States of America	BRICCO BREADS	76617553	10/28/2004	3046033	1/24/2006	30	CLASS 30: Bread	Section 8 & 15 DEADLINE	1/24/2012
051456-0184	Kwik Trip, Inc.	Registered	United States of America	FIRE STAR	76569187	2/17/2005	3330888	11/6/2007	35	CLASS 35: Retail store services featuring convenience store items and gasoline	Section 8 & 15 DEADLINE	11/6/2013

Trademark Report for Kwik Trip, Inc.

Docket Number	Client Name	Status	Country	Mark	Application No.	Application Date	Registration Number	Registration Date	Int'l Classes	Goods	Next Action	Next Action Due
051456-0188	Kwik Trip, Inc.	Registered	United States of America	DONUTS TO DOUGH	78597815	3/30/2005	3173322	11/21/2008	36	CLASS 36: Charitable fundraising, namely, providing charitable contributions to schools in exchange for collecting icon from doughnut box	Section 8 & 15 DEADLINE	11/21/2012
051456-0188	Kwik Trip, Inc.	Registered	United States of America	CHEESE MOUNTAIN	78729107	10/7/2005	3145208	9/19/2008	30	CLASS 30: Pizza	Section 8 & 15 DEADLINE	9/19/2012
051456-0190	Kwik Trip, Inc.	Registered	United States of America	FANTASTIC PLASTIC	78843847	3/22/2006	3321367	10/23/2007	36	CLASS 36: Credit card services	Section 8 & 15 DEADLINE	10/23/2013
051456-0193	Kwik Trip, Inc.	Registered	United States of America	FIRE STAR (AND DESIGN) 	77110883	2/19/2007	3323509	10/30/2007	35	CLASS 35: Retail store services featuring convenience store items and gasoline	Section 8 & 15 DEADLINE	10/30/2013
051456-0197	Kwik Trip, Inc.	Registered	United States of America	PALACE STREET BAKERY	77341001	11/30/2007	3479781	8/5/2008	30	CLASS 30: Bread; bakery products	Section 8 & 15 DEADLINE	8/5/2014
051456-0199	Kwik Trip, Inc.	Registered	United States of America	KITCHEN CRAVINGS	77372927	1/16/2008	3562302	1/13/2009	29, 30	CLASS 29: Vegetable salads; potato salad; processed potatoes; soups CLASS 30: Sandwiches; pasta salads; pizza; macaroni and cheese; pasta; egg rolls	Section 8 & 15 DEADLINE	1/13/2015
051456-0200	Kwik Trip, Inc.	Registered	United States of America	BIG BUDDY	771413870	3/5/2008	3511987	10/7/2008	32	CLASS 32: Variety of dispensable soft drinks for consumption on or off the premises	Section 8 & 15 DEADLINE	10/7/2014
051456-0203	Kwik Trip, Inc.	Registered	United States of America	NATURE'S TOUCH PLUS	77582716	9/4/2008	3755614	3/2/2010	5, 32	CLASS 5: Vitamin enriched water; nutritionally fortified beverages CLASS 32: Bottled drinking water	Section 8 & 15 DEADLINE	3/2/2016
051456-0206	Kwik Trip, Inc.	Registered	United States of America	MEGA BUDDY	77620788	11/24/2008	3724611	12/15/2009	32	CLASS 32: Variety of dispensable soft drinks for consumption on or off the premises	Section 8 & 15 DEADLINE	12/15/2015
051456-0207	Kwik Trip, Inc.	Registered	United States of America	BEST BUDDY	77620832	11/24/2008	3643107	6/23/2009	32	CLASS 32: Variety of dispensable soft drinks for consumption on or off the premises	Section 8 & 15 DEADLINE	6/23/2015

Trademark Report for Kwik Trip, Inc.

Docket Number	Client Name	Status	Country	Mark	Application No.	Application Date	Registration Number	Registration Date	Int'l Classes	Code	Next Action	Next Action Due
051456-0208	Kwik Trip, Inc.	Registered	United States of America	LITTLE BUDDY	77/620741	11/24/2009	3643092	9/23/2009	CLASS 32: Variety of dispensible soft drinks for consumption on or of the premises		Section 8 & 15 DEADLINE	6/23/2015
051456-0209	Kwik Trip, Inc.	Registered	United States of America	NATURE'S TOUCH	77/684670	3/5/2009	3685774	9/22/2009		CLASS 29: Butter	Affidavit Due	9/22/2015
051456-0215	Kwik Trip, Inc.	Registered	United States of America	KITCHEN CRAVINGS	85/024947	4/28/2010	3967726	5/24/2011	Class 31: Fresh vegetables		Section 8 & 15 DEADLINE	5/24/2017
051456-0216	Kwik Trip, Inc.	Pending	United States of America	KITCHEN CRAVINGS	85/11410	8/19/2010		29, 30	Class 29: Meat; meatballs; processed meat, nameley, cocktail wieners; meat-based snack foods; pork; pulled pork; poultry, chicken; chicken wings; packaged or prepared meals consisting primarily of meat, poultry and/or vegetables; food package combinations consisting primarily of meat and/or cheese. Class 30: Bakery desserts; bakery products.			

Docket Number	Client Name	Status	Country	Mark	Application No.	Application Date	Registration Number	Registration Date	Int'l Classes	Goods	Next Action	Next Action Due
	Kwik Trip, Inc.	Registered	United States of America	HOT SPOT and Design 	76-563125	11/20/2003	2,999,724	09/27/2005	30	Class 046: Sandwiches, Hamburger sandwiches, pretzels, Nachos, pizza, cookies, breads, cinnamon rolls and pies	Section 8 & 15 DEADLINE	09/27/2011
	Kwik Trip, Inc.	Registered	United States of America	POLAR VANILLA	76-505180	04/09/2003	2,931,363	03/08/2005	29	Class 046: Cold dairy based beverages	Section 8 & 15 DEADLINE	03/08/2011 Grace period expires 09/08/2011

## SCHEDULE I

### NOTICE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

NOTICE dated the 1<sup>st</sup> day of September 2011 by:

(i) KWIK TRIP, INC., a Wisconsin corporation, having an address at 1626 Oak Street, La Crosse, WI 54603;

(ii) HRZ LLP, a Wisconsin general partnership, having an address at 1626 Oak Street, La Crosse, WI 54603;

(iii) ZRH LLP, a Wisconsin general partnership, having an address at 1626 Oak Street, La Crosse, WI 54603;

(iv) CONVENIENCE STORE INVESTMENTS, A WISCONSIN LIMITED PARTNERSHIP, a Wisconsin limited partnership, having an address at 1626 Oak Street, La Crosse, WI 54603 (“CSI”);

(v) CONVENIENCE TRANSPORTATION, LLC., a Wisconsin limited liability company, having an address at 1626 Oak Street, La Crosse, WI 54603

(vi) DOTEL, LTD., a Wisconsin corporation, having an address at 1626 Oak Street, La Crosse, WI 54603; and

(vii) SHIFTAR BROS., INC., a Wisconsin corporation, having an address at 1626 Oak Street, La Crosse, WI 54603;

(viii) PI/PROFESSIONAL INVESTMENTS, INC, a Minnesota corporation, having an address at 1300 IDS Center, 80 S. 8<sup>th</sup> Street, Minneapolis, MN 55402 (the foregoing (i) through (viii), each individually a “Debtor” and individually and collectively, the “Debtors”)

to and in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, having an address at 1525 West W.T. Harris Blvd., Charlotte, NC 28262, and its successors and assigns (“Collateral Agent”), as “Collateral Agent” for the Lenders (as defined in the IP Agreement described below), the Bank Product Providers (as defined in the Intercreditor and Collateral Agency Agreement), the Administrative Agent (as defined in the IP Agreement described below) and the Noteholders (as defined in the IP Agreement described below) (the Lenders, the Administrative Agent and the Noteholders, the “Secured Parties”) under that certain Intercreditor and Collateral Agency Agreement dated September 1, 2011 (as amended, restated or otherwise modified from time to time).

WHEREAS, each Debtor is the owner of certain Intellectual Property Collateral as listed in Exhibits A, B, C and D hereto; and

WHEREAS, the Secured Parties have agreed to extend certain credit to the Debtors, as described in the Intercreditor and Collateral Agency Agreement, on the condition, among others, that each Debtor pledge and grant to the Collateral Agent, for the benefit of the Secured Parties, as collateral for the Liabilities (as defined in the IP Agreement described below), a security interest and lien in and to such Intellectual Property Collateral and application therefor described above, including without limitation the registrations thereof, the goodwill associated therewith and other related claims and rights (the "IP") as more fully described in that certain Amended and Restated Intellectual Property Security Agreement by Debtors in favor of Secured Party dated September 1, 2011 (the "IP Agreement").

NOW THEREFORE, for good and valuable consideration, and intending to be legally bound, as security for the due and timely payment and performance of the Liabilities, each Debtor hereby pledges, grants and assigns to the Collateral Agent, for the benefit of the Secured Parties, a security interest and lien in and to all rights, title and interest in and to the aforesaid IP, and give notice of such security interest and the existence of such IP Agreement providing therefor.

[SEE ATTACHED SIGNATURE PAGES]



Kwik Trip, Inc.  
Notice of Security Interest in Trademarks

Executed as of the date first above written.

WITNESS:

By: *Julie Hennick*  
Name: JULIE HENRICK  
Title: LEGAL ADMINISTRATOR

KWIK TRIP, INC., as a Debtor

By: *Donald P. Zietlow*  
Name: Donald P. Zietlow  
Title: President

WITNESS:

By: *Julie Hennick*  
Name: JULIE HENRICK  
Title: LEGAL ADMINISTRATOR

CONVENIENCE STORE  
INVESTMENTS, A WISCONSIN  
LIMITED PARTNERSHIP, as Debtor  
By: Convenience Store Investments, Inc.,  
its Sole General Partner

By: *Michael J. Ancius*  
Name: Michael J. Ancius  
Title: President

WITNESS:

By: *Julie Hennick*  
Name: JULIE HENRICK  
Title: LEGAL ADMINISTRATOR

HRZ LLP, a Wisconsin limited liability  
partnership, successor to HRZ, a Wisconsin  
general partnership, as a Debtor

By: *Donald P. Zietlow*  
Name: Donald P. Zietlow  
Title: Managing Partner

WITNESS:

By: *Julie Hennick*  
Name: JULIE HENRICK  
Title: LEGAL ADMINISTRATOR

ZRH LLP, a Wisconsin limited liability  
partnership, successor to ZRH, a Wisconsin  
general partnership, as a Debtor

By: *Steven D. Zietlow*  
Name: Steven D. Zietlow  
Title: Managing Partner

WITNESS:

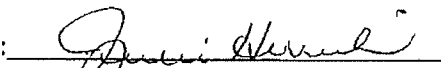
By: *Julie Hennick*  
Name: JULIE HENRICK  
Title: LEGAL ADMINISTRATOR

CONVENIENCE TRANSPORTATION,  
LLC, as a Debtor

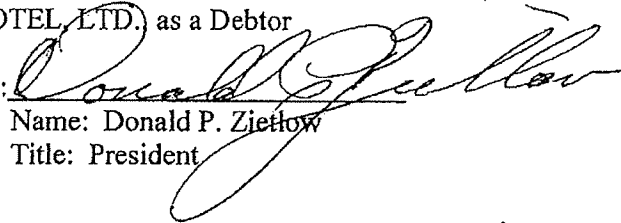
By: *Chad Hollett*  
Name: Chad Hollett  
Title: Manager

Kwik Trip, Inc.  
Notice of Security Interest in Trademarks


WITNESS:

By:   
Name: JULIE HERRICK  
Title: LEGAL ADMINISTRATOR

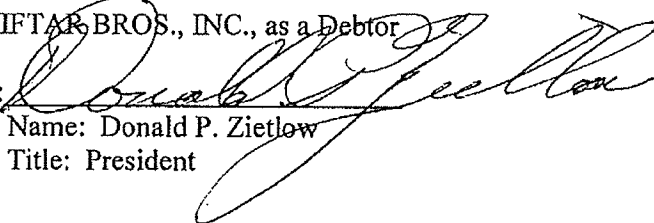
DOTEL, LTD. as a Debtor

By:   
Name: Donald P. Zietlow  
Title: President


WITNESS:

By:   
Name: JULIE HERRICK  
Title: LEGAL ADMINISTRATOR

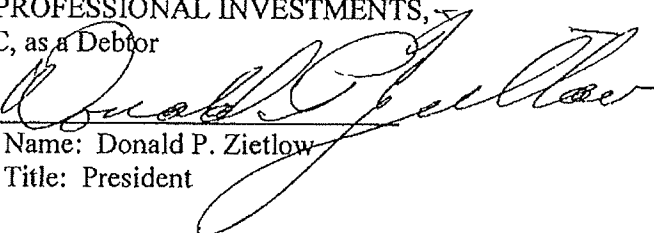
SHIFTAR BROS., INC., as a Debtor

By:   
Name: Donald P. Zietlow  
Title: President

WITNESS:

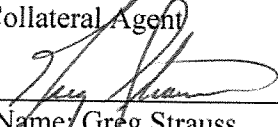
By:   
Name: JULIE HERRICK  
Title: LEGAL ADMINISTRATOR

PI/PROFESSIONAL INVESTMENTS,  
INC, as a Debtor

By:   
Name: Donald P. Zietlow  
Title: President

Kwik Trip, Inc.  
Notice of Security Interest in Trademarks

Acknowledged:  
WELLS FARGO BANK, NATIONAL  
ASSOCIATION (successor-by-merger to Wachovia  
Bank, National Association),  
as Collateral Agent

By:   
Name: Greg Strauss  
Title: Director