

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433140

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION		06/28/2017	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	CST Brands Holdings, Inc.
Street Address:	19500 Bulverde Rd.
City:	SAN ANTONIO
State/Country:	TEXAS
Postal Code:	78249
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Serial Number:	86853670	BE NICE. HAVE FUN, SELL STUFF & BE THE B
Serial Number:	86613188	CORNER STORE
Serial Number:	86613208	CORNER STORE
Serial Number:	86711525	CS CORNER STORE
Serial Number:	86711550	CS CORNER STORE
Serial Number:	86821788	CS CORNER STORE
Serial Number:	86678243	CORNER STORE MARKET
Serial Number:	86900040	CORNER STORE MARKET
Registration Number:	4866011	CROSSAMERICA PARTNERS
Serial Number:	86900055	EASY STREET DINER & PIZZA
Serial Number:	86900059	EASY STREET DINER PIZZA
Serial Number:	86900075	EASY STREET FROZEN DRINKS
Serial Number:	86899427	EASY STREET GOURMET SNACKS
Serial Number:	86899458	EASY STREET GOURMET SNACKS
Serial Number:	86900080	EASY STREET SANDWICHES TO GO
Serial Number:	86900082	EASY STREET SNACKS TO GO
Serial Number:	86895119	EASY STREET WINGS
Serial Number:	86895136	EASY STREET WINGS
Serial Number:	86900049	EASY STREET WRAPS TO GO

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86712360	FREEDOM
Serial Number:	86712363	FREEDOM VALU CENTER
Serial Number:	86862876	NICE N EASY GROCERY SHOPPES
Serial Number:	86862814	NICE N EASY GROCERY SHOPPES
Serial Number:	86826466	SIMPLY FRESH. ALWAYS FRIENDLY.
Registration Number:	4859585	U U FORCE
Registration Number:	4859581	U FORCE
Registration Number:	4859573	U FORCE SPORT
Registration Number:	4859605	U U FORCE SPORT DRINK
Serial Number:	86630512	WHOOPIE! BITES

CORRESPONDENCE DATA

Fax Number: 7132291522

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: 1.713.229.1519

Email: daltmdept@bakerbotts.com

Correspondent Name: Baker Botts L.L.P. c/o Jude A. Dworaczyk

Address Line 1: 910 Louisiana Street

Address Line 2: One Shell Plaza

Address Line 4: Houston, TEXAS 77002

NAME OF SUBMITTER:	Jill M. Errera
SIGNATURE:	/Jill M. Errera/
DATE SIGNED:	06/29/2017

Total Attachments: 5

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RELEASE OF TRADEMARK SECURITY AGREEMENT

This **RELEASE OF TRADEMARK SECURITY AGREEMENT**, dated as of June 28, 2017 (this "Release"), is made by **Wells Fargo Bank, National Association**, as administrative agent (in such capacity, the "Agent") for the Secured Parties, in connection with the termination of that certain Trademark Security Agreement, dated as of February 19, 2016 (the "Trademark Security Agreement"), made by **CST Brands Holdings, Inc.** (the "Grantor") in favor of the Agent, and that certain Guarantee and Collateral Agreement dated as of May 1, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), between **CST Brands, Inc.** (the "Borrower"), the Grantor and certain other Subsidiaries of the Borrower as grantors and the Agent. All capitalized terms used in this Release and not otherwise defined herein shall have the meanings assigned to them in the Collateral Agreement.

W I T N E S S E T H

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor pledged and granted to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Grantor's rights, title and interests in the Trademarks referred to on Schedule A hereto and the other Trademark Collateral (as defined in the Trademark Security Agreement)(collectively, the "Released Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 19, 2016 at Reel/Frame 5736/0239;

WHEREAS, the Agent desires to terminate the Trademark Security Agreement and release its security interest in the Released Collateral in connection with the termination of the Trademark Security Agreement and the Collateral Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Agent hereby irrevocably releases, relinquishes and discharges any and all interests (including, without representation, warranty or recourse, any and all security interests) it may have in the Released Collateral, including without limitation the Trademark Collateral listed on Schedule A attached hereto and incorporated herein by reference, and hereby irrevocably assigns to the Grantor any right, title and interest it may have in the Released Collateral.

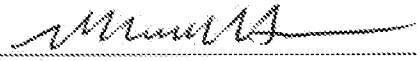
The Agent agrees to, at the Grantor's request, promptly provide the Grantor with any information, additional authorization and documentation reasonably requested to effectuate, evidence or reflect the release of its interest in the Released Collateral, in each case, without representation or warranty by the Agent and at the sole expense of the Grantor.

This Release shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of New York, without giving effect to any choice of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of New York.

IN WITNESS WHEREOF, the Agent has executed this Release as of the date first set forth above.

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

as Agent

By: 

Name: Mark Holm

Title: Managing Director

Signature Page to TSA Termination

SCHEDULE A

TRADEMARK COLLATERAL

Security Interest at Reel/Frame No. 5736/0239

Owning Entity	Mark	Serial No.	Filing Date	Registrati on No.	Registration Date
CST BRANDS HOLDINGS, INC.	BE. NICE. HAVE FUN, SELL STUFF & BE THE BEST.	86853670	12/18/2015		
CST BRANDS HOLDINGS, INC.	CORNER STORE	86613188	4/28/2015		
CST BRANDS HOLDINGS, INC.	CORNER STORE (words and design)	86613208	4/28/2015		
CST BRANDS HOLDINGS, INC.	CORNER STORE (words and design)	86711525	7/31/2015		
CST BRANDS HOLDINGS, INC.	CORNER STORE (words and design)	86711550	7/31/2015		
CST BRANDS HOLDINGS, INC.	CORNER STORE (words and design)	86821788	11/16/2015		
CST BRANDS HOLDINGS, INC.	CORNER STORE MARKET	86678243	6/29/2015		
CST BRANDS HOLDINGS, INC.	CORNER STORE MARKET (words and design)	86900040	2/7/2016		
CST BRANDS HOLDINGS, INC.	CROSSAMERICA PARTNERS	86597593	4/14/2015	4866011	12/8/2015
CST BRANDS HOLDINGS, INC.	CROSSAMERICA PARTNERS	86597611	4/14/2015	4866012	12/8/2015
CST BRANDS HOLDINGS, INC.	EASY STREET DINER & PIZZA	86900055	2/7/2016		
CST BRANDS HOLDINGS, INC.	EASY STREET DINER & PIZZA	86900059	2/7/2016		
CST BRANDS HOLDINGS, INC.	EASY STREET FROZEN	86900075	2/7/2016		

CST BRANDS HOLDINGS, INC.	EASY STREET GOURMET SNACKS	86899427	2/5/2016		
CST BRANDS HOLDINGS, INC.	EASY STREET GOURMET SNACKS	86899458	2/5/2016		
CST BRANDS HOLDINGS, INC.	EASY STREET SANDWICHES TO	86900080	2/7/2015		
CST BRANDS HOLDINGS, INC.	EASY STREET SNACKS TO GO	86900082	2/7/2016		
CST BRANDS HOLDINGS, INC.	EASY STREET WINGS	86895119	2/2/2016		
CST BRANDS HOLDINGS, INC.	EASY STREET WINGS (words and design)	86895136	2/2/2016		
CST BRANDS HOLDINGS, INC.	EASY STREET WRAPS TO GO	86900049	2/7/2016		
CST BRANDS HOLDINGS, INC.	FREEDOM	86712360	8/2/2015		
CST BRANDS HOLDINGS, INC.	FREEDOM VALU CENTER	86712363	8/2/2015		
CST BRANDS HOLDINGS, INC.	NICE N EASY GROCERY (words and design)	86862876	12/31/2015		
CST BRANDS HOLDINGS, INC.	NICE N EASY GROCERY SHOPPES	86862814	12/31/2015		
CST BRANDS HOLDINGS, INC.	NICE N EASY SHOPPE (words and design)			43200678 (New York)	5/11/1998
CST BRANDS HOLDINGS, INC.	SIMPLY FRESH. ALWAYS FRIENDLY.	86826466	11/19/2015		

CST BRANDS HOLDINGS, INC.	U FORCE (words and design)	86608046	4/23/2015	4859585	11/24/2015
CST BRANDS HOLDINGS, INC.	U FORCE (words and design)	86608003	4/23/2015	4859581	11/24/2015
CST BRANDS HOLDINGS, INC.	U FORCE SPORT	86607932	4/23/2015	4859573	11/24/2015
CST BRANDS HOLDINGS, INC.	U FORCE SPORT (words and design)	86608297	4/23/2015	4859605	11/24/2015
CST BRANDS HOLDINGS, INC.	WHOOPIE! BITES	86630512	5/14/2015		

**TRADEMARK
LICENSES**

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