

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433144

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 Services LLC
Street Address:	19500 Bulverde Rd.
City:	SAN ANTONIO
State/Country:	TEXAS
Postal Code:	78249
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3627987	CIBOLO MOUNTAIN
Registration Number:	4217914	CIBOLO MOUNTAIN
Registration Number:	2493916	CORNER STORE
Registration Number:	4244679	CORNER STORE
Registration Number:	2661186	CORNER STORE
Registration Number:	2128014	CORNER STORE
Registration Number:	2958019	CORNER STORE EXPRESS
Registration Number:	3555033	FLAVORS2GO
Registration Number:	2569341	FRESH CHOICES
Registration Number:	3674462	FRESH CHOICES
Registration Number:	3223149	FRESH CHOICES
Registration Number:	3415492	FRESH CHOICES
Registration Number:	1320077	NEIGHBORSTORE
Registration Number:	4109552	TASTE THE VALUE
Registration Number:	2259783	TOBACCO COUNTRY
Registration Number:	3723436	U FORCE
Registration Number:	1398853	ULTRAMART
Registration Number:	1870783	ULTRAQUICK
Registration Number:	4288000	FRESH CHOICES

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85757936	FRESH CHOICES

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: 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: 4

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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 May 1, 2013 (the "Trademark Security Agreement"), made by **CST Services LLC** (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.

WITNESSETH

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 May 3, 2013 at Reel/Frame 5020/0836;

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.

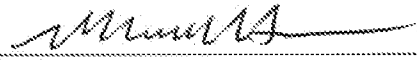
The Agent agrees to, at the Grantor's request, promptly provide the Grantor with any information, additional authorization and documentation reasonably requested to effectuate, evidence or reflect the release of its interest in the Released Collateral, in each case, without representation or warranty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

**TRADEMARK
REEL: 006094 FRAME: 0423**

SCHEDULE A

TRADEMARK COLLATERAL

Security Interest at Reel/Frame No. 5020/0836

Mark	Serial No.	Filing Date	Registration No.	Registration Date
CIBOLO MOUNTAIN	77344940	December 5, 2007	3627987	May 26, 2009
CIBOLO MOUNTAIN	85576938	March 22, 2012	4217914	October 2, 2012
CORNER STORE	75812841	October 1, 1999	2493916	October 2, 2001
CORNER STORE & Design	85491244	December 9, 2011	4244679	November 20, 2012
CORNER STORE & Design	75896069	January 13, 2000	2661186	December 17, 2002
CORNER STORE & Design	74709361	July 28, 1995	2128014	January 13, 1998
CORNER STORE EXPRESS	78223186	March 7, 2003	2958019	May 31, 2005
FLAVORS2GO	77344929	December 5, 2007	3555033	December 30, 2008
FRESH CHOICES	76081552	June 30, 2000	2569341	May 14, 2002
FRESH CHOICES	78495956	October 7, 2004	3674462	August 25, 2009
FRESH CHOICES & Design	78963107	August 29, 2006	3223149	March 27, 2007
FRESH CHOICES & Design	78281676	July 31, 2003	3415492	April 22, 2008
NEIGHBORSTORE	73479895	May 11, 1984	1320077	February 12, 1985
TASTE THE VALUE	85046637	May 24, 2010	4109552	March 6, 2012
TOBACCO COUNTRY	75232481	January 28, 1997	2259783	July 6, 1999
U FORCE	77567527	September 11, 2008	3723436	December 8, 2009
ULTRAMART	73558130	September 13, 1985	1398853	June 24, 1986
ULTRAQUICK	74194034	August 12, 1991	1870783	December 27, 1994
FRESH CHOICES	85543130	February 15, 2012	4288000	February 12, 2013
FRESH CHOICES & Design	85757936	October 18, 2012	Application in process	Application in process

TRADEMARK
LICENSES

None.