

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434895

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, INC.		
Street Address:	19500 BULVERDE RD.		
City:	SAN ANTONIO		
State/Country:	TEXAS		
Postal Code:	78249		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4668215	CST	
Registration Number:	4668216	CST	
Registration Number:	4668214	CST BRANDS	
CORRESPONDENCE DATA			
Fax Number:	7132291522		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	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:	07/13/2017		
Total Attachments: 6			
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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 27, 2015 (the "Trademark Security Agreement"), made by **CST Brands, Inc.** (the "Borrower"), **CST Services LLC** ("Services") and **CAPL Operations I, LLC** ("Operations" and, together with the Borrower and Services, collectively the "Grantors" and each individually, a "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 the Borrower, the Grantors 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 Grantors pledged and granted to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Grantors' 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 March 24, 2015 at Reel/Frame 5484/0461 (for the Borrower), 5484/0482 (for Services) and 5484/0608 (for Operations);

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 appropriate Grantor any right, title and interest it may have in the Released Collateral.

The Agent agrees to, at any Grantor's request, promptly provide such 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 such Grantor.

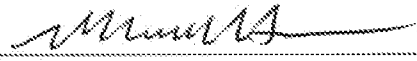
This Release shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of New York, without giving effect to any choice of law

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: 006104 FRAME: 0441**

SCHEDULE A

TRADEMARK COLLATERAL

Security Interest at Reel/Frame No. 5484/0461 (for the Borrower), No. 5484/0482 (for Services) and No. 5484/0608 (for Operations)

Owning Entity	Mark	Serial No.	Filing Date	Registration No.	Registration Date
CST Brands, Inc.	CST (word and design)	85917878	4/29/13	4668215	1/6/15
CST Brands, Inc.	CST (words only)	85917902	4/29/13	4668216	1/6/15
CST Brands, Inc.	CST Brands	85917830	4/29/13	4668214	1/6/15
CST Services LLC	Fresh Choices	86238439	4/1/14	4624977	10/21/14
CST Services LLC	Fresh Choices	86238437	4/1/14	4605594	9/16/14
CST Services LLC	Fresh Choices	86238436	4/1/14	4605593	9/16/14
CST Services LLC	Cibolo Mountain (words and design)	86346149	7/23/14		
CST Services LLC	Corner Store Country Run Down-Home Family Fun	86497378	1/7/15		
CST Services LLC	Corner Store Country Run Down-Home Family Fun (words and design)	86497866	1/7/15		
CST Services LLC	Delight More Customers Every Day	86389458	9/9/14		
CST Services LLC	FC (words and design)	86346145	7/23/14		
CST Services LLC	FC	86346148	7/23/14		
CST Services LLC	FC Sparkle (words and design)	86513166*	1/23/15		
CST Services LLC	Fresh Choices (words and design)	85757936	10/18/12	4357570	6/25/13
CST Services LLC	Making Whoopie Pies (words and design)	86389064	2/2/14		
CST Services LLC	Making Whoopie Pies (words and design)	86501295	1/12/15		
CST Services LLC	Pipeline Commercial (words and design)	86187422*	2/7/14		

CST Services LLC	Pipeline Commercial (words and design)	86187424*	2/7/14		
CST Services LLC	Puff Pie Stuffed & Savory (words and design)	86389061	9/9/14		
CST Services LLC	Fresh Choices Taco Rollo's (words and design)	86389060	9/9/14		
CST Services LLC	Halfy Hour	86496665	1/6/15		
CST Services LLC	Get Hatched!	86501229	1/12/15		
CAPL Operations I, LLC	Nice N Easy Grocery Shoppe (with original Logo)			1341695	6/11/85
CAPL Operations I, LLC	Nice N Easy Grocery Shoppe			3129600	8/15/06
CAPL Operations I, LLC	Nice N Easy Shoppes			3126824	8/8/06
CAPL Operations I, LLC	Easy Street Eatery			3362294	1/1/08
CAPL Operations I, LLC	Easy Street Eatery (with Logo)			3334514	11/13/07
CAPL Operations I, LLC	Chillville			3517712	10/14/08
CAPL Operations I, LLC	Nice N Easy Grocery Shoppe (with original Logo)			S20237	11/6/97
CAPL Operations I, LLC	Nice N Easy Shoppe			S20265	5/11/98
CAPL Operations I, LLC	Mama Mia's Classic Pizza			S20266	5/11/98
CAPL Operations I, LLC	Nice N Easy Shoppe			S20267	5/11/98
CAPL Operations I, LLC	Nice N Easy Grocery Shoppe			S20236	11/3/97
CAPL Operations I, LLC	Nice N Easy Grocery Shoppe (with updated Logo)			S19675	6/21/06
CAPL Operations I, LLC	Easy Street Eatery (with Logo)			S19652	6/21/06

TRADEMARK
LICENSES

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