

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449862

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|---|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| GPM INVESTMENTS, LLC | | 10/31/2017 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | PNC BANK, NATIONAL ASSOCIATION | | |
| Street Address: | COMMERCIAL LOAN SERVICE CENTER/DCC | | |
| Internal Address: | 500 FIRST AVENUE | | |
| City: | PITTSBURGH | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 15219 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5079375 | FAS FUEL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2158325619 | | |
| <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: | 215-569-5619 | | |
| Email: | PECSENYE@BLANKROME.COM | | |
| Correspondent Name: | TIMOTHY D. PECSENYE | | |
| Address Line 1: | BLANK ROME LLP | | |
| Address Line 2: | ONE LOGAN SQUARE | | |
| Address Line 4: | PHILADELPHIA, PENNSYLVANIA 19103 | | |
| ATTORNEY DOCKET NUMBER: | 074658-01851 | | |
| NAME OF SUBMITTER: | Timothy D. Pecsénye | | |
| SIGNATURE: | /Timothy D. Pecsénye/ | | |
| DATE SIGNED: | 11/06/2017 | | |
| Total Attachments: 6 | | | |
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SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This Supplement to Trademark Security Agreement ("Supplement"), dated as of October 31, 2017, is by and between **GPM INVESTMENTS, LLC**, a Delaware limited liability company ("Grantor"), and **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), in its capacity as Agent (as defined below) for the Lenders (as defined below).

BACKGROUND

This Supplement is being delivered in connection with (i) that certain Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated as of August 6, 2013, by and among Grantor, GPM1, LLC, GPM2, LLC, GPM3, LLC, GPM4, LLC, GPM5, LLC, GPM6, LLC, GPM8, LLC, GPM9, LLC, GPM Southeast, LLC, GPM Transportation, LLC, E CIG Licensing, LLC, GPM Midwest, LLC, GPM Midwest 18, LLC, GPM Apple, LLC (the "Borrowers" and each a "Borrower"), certain financial institutions which are now or which hereafter become a party thereto as lenders ("GPM Lenders") and PNC, as agent ("GPM Agent") (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the "GPM Loan Agreement"), (ii) that certain Trademark Security Agreement dated November 22, 2011, by Grantor in favor of GPM Agent (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the "GPM IP Security Agreement"), (iii) that certain Amended, Restated, and Consolidated Guarantor Security Agreement dated April 4, 2017 by and among Grantor, the other Borrowers party thereto, and WOC Agent (as defined below) (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the "WOC Guarantor Security Agreement") entered into in connection with that certain Amended Restated and Consolidated Revolving Credit, Term Loan and Security Agreement dated April 4, 2017, by and among Village Pantry, LLC, GPM WOC Holdco, LLC, WOC Southeast Holding Corp., Village Pantries Merger Sub, LLC, Colonial Pantry Holdings, LLC, Village Pantry Specialty Holding, LLC, Marsh Village Pantries, LLC, Mundy Realty, LLC, ViVa Pantry & Petro Operations, LLC, Village Variety Store Operations, LLC, Next Door Group, LLC, Pantry Property, LLC, Next Door RE Property, LLC, Next Door Operations, LLC, Worsley Operating Company, LLC, LSF5 Cavalier Investments, LLC, WOCSC, LLC, Palm Food Stores, LLC, Virginia Oil Company, LLC, Admiral Petroleum Company, Admiral Petroleum II, LLC, Admiral Real Estate I, LLC, Mountain Empire Oil Company (the "WOC Borrowers"), certain financial institutions which are now or which hereafter become a party thereto as lenders (the "WOC Lenders" and together with the GPM Lenders, collectively, the "Lenders") and PNC, as agent ("WOC Agent" and together with the GPM Agent, collectively, "Agent") (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the "WOC Loan Agreement", and, collectively with the GPM Loan Agreement, the "Loan Agreements") and (iv) that certain Trademark Security Agreement dated June 3, 2015 by Grantor, the other Borrowers party thereto and WOC Agent (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the "WOC IP Agreement", and, collectively with the GPM IP Agreement, the "IP Security Agreements"; the Loan Agreements, the WOC Guarantor Security Agreement and the IP Security Agreements are collectively referred to herein as the "Loan and Security Agreements"). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the IP Security Agreements (as applicable).

A. Pursuant to the GPM Loan Agreement and the GPM IP Security Agreement, Grantor granted to GPM Agent, for the benefit of the GPM Lenders, a lien on and security interest in all of Grantor's Trademarks (as defined therein).

B. Pursuant to the WOC Guarantor Security Agreement and the WOC IP Security Agreement, Grantor granted to WOC Agent, for the benefit of the WOC Lenders, a lien on and security interest in all of Grantor's Trademarks (as defined therein).

C. Grantor has acquired a certain additional trademark set forth on Schedule 1(A) attached hereto and made part hereof (the "Additional Trademark").

D. Grantor and Agent desire to execute this Supplement for the purpose of, inter alia, granting, ratifying and confirming Agent's lien on and security interest in the Additional Trademark, as set forth more fully in the IP Security Agreements and for recording in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor, intending to be legally bound hereby, covenants and agrees as follows:

1. In consideration of and pursuant to the terms of the Loan and Security Agreements and the Other Documents (as defined in each of the GPM Loan Agreement and the WOC Loan Agreement) and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations (as defined in each of the GPM Loan Agreement and the WOC Guarantor Security Agreement), Grantor grants a lien and security interest to (i) GPM Agent for the ratable benefit of GPM Lenders and (ii) WOC Agent for the ratable benefit of WOC Lenders, in all of its present and future right, title and interest in and to the Additional Trademark and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Grantor acknowledges and confirms that the rights and remedies of Agent with respect to the security interest in the Additional Trademark granted hereby are more fully set forth in the Loan and Security Agreements, as applicable, the terms and provisions of which are incorporated herein by reference. All references to the IP Security Agreements contained in the Loan and Security Agreements or any of the Other Documents (as defined in each of the Loan Agreements) shall be deemed, for all purposes, to also refer to and include this Supplement.

3. Schedule 1 to each of the IP Security Agreements is hereby supplemented by the information contained on Schedule 1(A) attached hereto. All references to Schedule 1 contained in the Loan and Security Agreements or the Other Documents (as defined in each of the Loan Agreements) shall be deemed, for all purposes, to also refer to and include Schedule 1(A).


4. Except as expressly amended by this Supplement, all of the terms, conditions and provisions of the Loan and Security Agreements are hereby ratified and continue unchanged and remain in full force and effect.

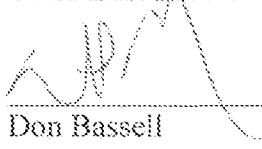
5. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile or PDF shall also bind the parties hereto.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

GPM INVESTMENTS, LLC

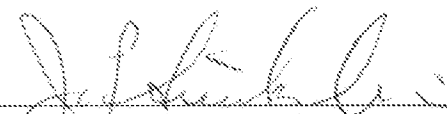
By: 
Name: Arie Kotler
Title: Chief Executive Officer

By: 
Name: Don Bassell
Title: Chief Financial Officer

[SIGNATURE PAGE TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT]

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: James P. Sierakowski
Title: Senior Vice President

[SIGNATURE PAGE TO SUPPLEMENT TO TRADEMARK SECURITY
AGREEMENT]

TRADEMARK
REEL: 006197 FRAME: 0802

SCHEDULE 1(A)

TRADEMARKS

| <u>Owner</u> | <u>Service Mark</u> | <u>App. Serial No./ Registration No.</u> | <u>App. filing/ Registration Date</u> | <u>Status</u> |
|----------------------------|---------------------|--|---|---------------|
| GPM Investments, LLC | FAS FUEL | 86760235/5079375 | September 17, 2015/November 8, 2016 | Registered |