

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456208

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KEYBANK NATIONAL ASSOCIATION,		12/21/2017	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	HIE Retail, LLC
Street Address:	800 Gessner Suite 875
City:	Houston
State/Country:	TEXAS
Postal Code:	77024
Entity Type:	Limited Liability Company: HAWAII
Name:	Mid Pac Petroleum, LLC
Street Address:	677 ALA MOANA BLVD, STE 625
City:	Honolulu
State/Country:	HAWAII
Postal Code:	96813
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3803998	KAMA`AINA REWARDS
Registration Number:	3807809	KAMA`AINA REWARDS
Serial Number:	86822239	HELE SHOP
Serial Number:	86822238	HELE STOP
Serial Number:	86822237	HELE STORE
Serial Number:	86822236	HELETRIP
Serial Number:	86822234	HELEXPRESS
Serial Number:	86822232	HELE 2 GO
Serial Number:	86822231	HELE BRANDS
Serial Number:	86822229	HELE ENERGY
Serial Number:	86822228	HELE EXPRESS
Serial Number:	86822225	HELE FUEL
Serial Number:	86822222	HELE GAS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86822221	HELE MAI
Serial Number:	86822218	HELE MARKET
Serial Number:	86822215	HELE MART
Serial Number:	86822211	HELE OIL
Serial Number:	86822209	HELE

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	049268-0174
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	12/28/2017

Total Attachments: 5

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**TERMINATION AND RELEASE OF
GRANT OF SECURITY INTEREST IN TRADEMARKS**

This TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Trademark Release") is conveyed as of December 21, 2017, by **KEYBANK NATIONAL ASSOCIATION**, as administrative agent (the "Agent"), for itself and the other Lenders (as defined below) and other secured creditors, in favor of Mid Pac Petroleum, LLC, a Delaware limited liability company ("Mid Pac") and HIE Retail, LLC, a Hawaii limited liability company ("HIE" and, together with Mid Pac, each an "Assignor" and, collectively, the "Assignors"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement (as defined below).

WHEREAS, the Assignors entered into that certain Credit Agreement, dated as of December 17, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Assignors, as borrowers, certain Subsidiaries of the Assignors, as guarantors, the lenders party thereto (the "Lenders") and the Agent;

WHEREAS, pursuant to the Credit Agreement the Assignors entered into that certain Pledge and Security Agreement, dated as of December 17, 2015 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), granting a security interest in favor of the Agent, in and to certain intellectual property held by the Assignors, including without limitation the Trademark Collateral (as defined below) (the "Security Interest");

WHEREAS, notice of the Security Interest and that certain Collateral Assignment of Trademarks, dated as of December 17, 2015 (the "Collateral Assignment"), was recorded with the United States Patent and Trademark Office on December 17, 2015 at Reel 5691, Frame 0627; and

WHEREAS, the Agent has agreed to terminate and release its security interest in all such Trademark Collateral as herein provided and to terminate the Collateral Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Trademark Release, the Agent hereby states as follows:

1. Trademark Collateral. The term "Trademark Collateral" as used herein, means all right, title and interest of the Assignors arising under any law of the United States (or any state or territory thereof) in or to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos and other source or business identifiers (whether registered or unregistered), all registrations and recordations thereof, and all applications in connection therewith, and all extensions or renewals thereof, all goodwill of the business connected with the use of or symbolized by any of the foregoing, the right to sue for any past, present and future infringement, dilution or other violation of any of the foregoing, and all proceeds from the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit, now or hereafter due and/or payable with respect thereto, in each case, owned by the Assignors, including the registrations and applications listed in Schedule A.

2. Release of Security Interest. The Agent, hereby releases the Security Interest and hereby waives and relinquishes all its rights, powers, privileges and remedies with respect to the Security Interest.

3. Recordation of Trademark Release. This Trademark Release has been executed and delivered by the Agent for the purpose of recording the release of the Security Interest with the United States Patent and Trademark Office. The Agent hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Release.

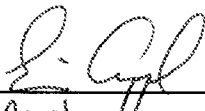
4. Further Assurances. The Agent shall, at the sole cost and expense of the Assignors, execute and deliver to the Assignors all further releases and other documents (including but not limited to Uniform Commercial Code termination statements), and take all other actions reasonably necessary for the release of such Security Interest.

5. Governing Law. This Trademark Release shall be construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the undersigned has caused this Trademark Release to be duly executed as of the date first written above.

KEYBANK NATIONAL ASSOCIATION,
as Agent

By:  _____
Name: Eric Appel
Title: Director

[Signature Page to Trademark Release]

TRADEMARK
REEL: 006238 FRAME: 0518

EXHIBIT A

Marks

<u>Assignor</u>	<u>Title</u>	<u>App. No. / Reg. No.</u>	<u>Application Filing Date and/or Registration Date</u>
HIE Retail, LLC	Word Mark "Hele Shop"	Serial No. 86822239	November 17, 2015 (File Date)
HIE Retail, LLC	Word Mark "Hele Stop"	Serial No. 86822238	November 17, 2015 (File Date)
HIE Retail, LLC	Word Mark "Hele Store"	Serial No. 86822237	November 17, 2015 (File Date)
HIE Retail, LLC	Word Mark "Heletrip"	Serial No. 86822236	November 17, 2015 (File Date)
HIE Retail, LLC	Word Mark "Helexpress"	Serial No. 86822234	November 17, 2015 (File Date)
HIE Retail, LLC	Word Mark "Hele 2 Go"	Serial No. 86822232	November 17, 2015 (File Date)
HIE Retail, LLC	Word Mark "Hele Brands"	Serial No. 86822231	November 17, 2015 (File Date)
HIE Retail, LLC	Word Mark "Hele Energy"	Serial No. 86822229	November 17, 2015 (File Date)
HIE Retail, LLC	Word Mark "Hele Express"	Serial No. 86822228	November 17, 2015 (File Date)
HIE Retail, LLC	Word Mark "Hele Fuel"	Serial No. 86822225	November 17, 2015 (File Date)
HIE Retail, LLC	Word Mark "Hele Gas"	Serial No. 86822222	November 17, 2015 (File Date)
HIE Retail, LLC	Word Mark "Hele Mai"	Serial No. 86822221	November 17, 2015 (File Date)
HIE Retail, LLC	Word Mark "Hele Market"	Serial No. 86822218	November 17, 2015 (File Date)
HIE Retail, LLC	Word Mark "Hele Mart"	Serial No. 86822215	November 17, 2015 (File Date)
HIE Retail, LLC	Word Mark "Hele Oil"	Serial No. 86822211	November 17, 2015 (File Date)
HIE Retail, LLC	Word Mark "Hele"	Serial No. 86822209	November 17, 2015 (File Date)
Mid Pac Petroleum, LLC	Service Mark "Kama'aina Rewards" registered with the U.S. Patent and Trademark Office	Registration No. 3,803,998	June 15, 2010 (Registration Date) October 1, 2008 (File Date)

Mid Pac Petroleum, LLC	Service Mark "Kama'aina Rewards" registered with the U.S. Patent and Trademark Office	Registration No. 3,807,809	June 22, 2010 (Registration Date) September 30, 2008 (File Date)
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