

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470192

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Kroger Co. of Michigan		04/17/2018	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Kwik Shop, Inc.		
Street Address:	2700 E. 4th Street		
City:	Hutchinson		
State/Country:	KANSAS		
Postal Code:	67501		
Entity Type:	Corporation: KANSAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3408943		
Registration Number:	2973979		
CORRESPONDENCE DATA			
Fax Number:	5137624935		
<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:	5137624498		
Email:	mark.wilkinson@kroger.com		
Correspondent Name:	John Mark Wilkinson		
Address Line 1:	1014 Vine Street		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	John Mark Wilkinson		
SIGNATURE:	/s/ John Mark Wilkinson		
DATE SIGNED:	04/17/2018		
Total Attachments: 2			
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source=CStore logo Assignment#page2.tif			

OP \$65.00 3408943

ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **The Kroger Co. of Michigan, a Michigan corporation** ("Assignor") hereby conveys, transfers and assigns to **Kwik Shop, Inc., a Kansas corporation** ("Assignee"), effective as of the date below, all right, title and interest in and to the trademarks and any other identifiers of same, in each case, identified in Schedule A, and all common law rights in the foregoing, and the goodwill of the Business (as defined in the Stock Purchase Agreement, dated as of February 5, 2018, by and among Dillon Companies, Inc., THGP Co., Inc., THLP Co., Inc., The Kroger Co., and EG America, LLC (as amended, modified or supplemented from time to time in accordance with its terms)) (hereafter collectively the "Marks"), together with all claims, rights of action, and legal and equitable remedies accrued, accruing and to accrue on or after the date hereof, including the right to sue or otherwise recover for past, present and future infringement or other violation, and receive all damages, payments, costs, royalties, income, and other proceeds and fees associated with, the Marks.

Assignor agrees that it will cooperate and promptly execute or provide any other documents and take any other actions as may be needed to record or maintain Assignee's rights to the Marks or otherwise effectuate this assignment, at Assignee's expense. Assignor shall transfer, and cause to be transferred, to Assignee all records, data, files and other information relating to the Marks in Assignor's and its affiliates' respective possession, power or control, if any.

The Kroger Co. of Michigan

By: _____



Name: Christine S. Wheatley

Title: Vice President and Secretary

Date: April 17, 2018

Schedule A

Trademarks

Mark	Registration No.	Owner	Status
	3408943	The Kroger Co. of Michigan	Registered
	2973979	The Kroger Co. of Michigan	Registered