

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM470248

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
E-Z MART STORES, INC.		04/17/2018	Corporation: TEXAS

## RECEIVING PARTY DATA

<b>Name:</b>	GPM Southeast, LLC
<b>Street Address:</b>	8565 Magellan Parkway, Suite 400
<b>City:</b>	Richmond
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	23227
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3898298	FA ELLEN COFFEE
Registration Number:	3738484	E-Z MART
Registration Number:	3738485	E-Z MART
Registration Number:	3730313	EZR 4 U
Registration Number:	3738487	ARTFULLY BREWED FA APPROVED
Registration Number:	3730314	YIKE'S
Registration Number:	3805137	FA ELLEN COFFEE
Registration Number:	2199916	E-Z MART
Registration Number:	2199915	E-Z MART

## CORRESPONDENCE DATA

Fax Number: 6785534779

*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: 6785534778

Email: atltrademark@gtlaw.com

Correspondent Name: Joel R. Feldman

Address Line 1: 3333 Piedmont Road NE, Suite 2500

Address Line 2: Greenberg Traurig LLP

Address Line 4: Atlanta, GEORGIA 30305

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	143044.011100
<b>NAME OF SUBMITTER:</b>	Joel R. Feldman
<b>SIGNATURE:</b>	/jrf/
<b>DATE SIGNED:</b>	04/17/2018

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment"), dated as of April 17, 2018 is made by E-Z Mart Stores, Inc., a Texas corporation ("Seller") in favor of GPM Southeast, LLC, a Delaware limited liability company ("Buyer").

WHEREAS, the Buyer and Seller, among other parties, are parties to that certain Asset Purchase Agreement dated December 21, 2017 (as amended, the "Asset Purchase Agreement"); and

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations set forth on Schedule 1 attached hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as

may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Buyer and Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

E-Z MART STORES, INC.

By: [Signature]  
Name: Sonja Y. Hubbard  
Title: President

STATE OF TEXAS )  
 )SS.  
COUNTY OF BOWIE )

On the 13 day of April, 2018, before me personally appeared Sonja Y. Hubbard, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the President of E-Z Mart Stores, Inc., a Texas corporation, and acknowledged the instrument to be his/her free act and deed/the free act and deed of E-Z Mart Stores, Inc. for the uses and purposes mentioned in the instrument.

[Signature]  
Notary Public  
Printed Name: Anita G. Gillion

My Commission Expires:  
4/10/2020

[signatures continue on following page] 

[signature page to Trademark Assignment Agreement]

GPM SOUTHEAST, LLC

By: [Signature]  
Name: Don Bassell  
Title: CEO

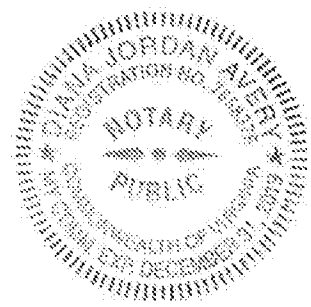
By: [Signature]  
Name: Maury Bricks  
Title: General Counsel

COMMONWEALTH OF VIRGINIA )  
 )SS.  
COUNTY OF HENRICO )

On the 10<sup>th</sup> day of April, 2018, before me personally appeared Don Bassell and Maury Bricks, each personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the CEO and General Counsel, respectively, of GPM Southeast, LLC, a Delaware limited liability company and acknowledged the instrument to be his free act and deed/the free act and deed of GPM Southeast, LLC for the uses and purposes mentioned in the instrument.

[Signature]  
Notary Public  
Printed Name: Diana Avery

My Commission Expires:  
31-Dec-2019



**SCHEDULE 1**

**Assigned Trademarks**

**Registered Trademarks**

<b>Word Mark</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Jurisdiction</b>
FA ELLEN COFFEE	76693345	3898298	USPTO
E-Z MART	76692665	3738484	USPTO
E-Z MART	76692764	3738485	USPTO
EZR 4 U	76692663	3730313	USPTO
ARTFULLY BREWED FA APPROVED	76693427	3738487	USPTO
YIKE'S	76693341	3730314	USPTO
FA ELLEN COFFEE	76692763	3805137	USPTO
E-Z MART	75392279	2199916	USPTO
E-Z MART	75392248	2199915	USPTO
E-Z MART		(Book number) 68- 7486	Louisiana

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