

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470250

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GPM Southeast, LLC		04/17/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ARKO Holdings Ltd.
Street Address:	3 Hanechushet Street
Internal Address:	Building B, 3rd Floor
City:	Tel-Aviv
State/Country:	ISRAEL
Postal Code:	6971068
Entity Type:	Company: ISRAEL

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

TRADEMARK

Address Line 2: Greenberg Traurig LLP
Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER: 140344.011100

NAME OF SUBMITTER: Joel R. Feldman

SIGNATURE: /jrf/

DATE SIGNED: 04/17/2018

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 17th day of April, 2018 by GPM SOUTHEAST, LLC, a Delaware limited liability company (the "Grantor", in favor of ARKO HOLDINGS, LTD., an Israeli company (together with any permitted transferee, collectively, the "Lender").

WITNESSETH

WHEREAS, the Grantor has entered into that certain Secured Promissory Note (the "Note"), dated as of March 29, 2018, in favor of Lender, pursuant to which the Lender has provided for the extension of credit to be made to the Grantor; and

WHEREAS, the Grantor and the Lender have entered into that certain Pledge and Security Agreement, dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, collectively, the "Security Agreement"), pursuant to which the Grantor and the other pledgors therein have granted to the Lender, a security interest in substantially all of the assets of the Grantor and the other pledgors relating to their respective businesses in Texas, Oklahoma, Louisiana and Arkansas, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks relating to such businesses, together with the goodwill of such business symbolized by the Grantor's trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor to the Lender under the Note;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized herein but not otherwise defined herein shall have the same meanings ascribed to them in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Note, the Grantor hereby grants to the Lender, and hereby reaffirms its prior grant pursuant to the Security Agreement, of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and service mark, as well as associated trademark registrations or applications for registration listed on Schedule 1 annexed hereto (such trademarks and trademark applications and registrations, the "Trademarks"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by any Grantor against third parties for past, present or future

(a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks listed on Schedule I attached hereto constitute all trademarks registered, or subject to a pending application for registration, to the Grantor as of the date of this Agreement.

4. Covenants. To the extent prohibited under the Note, Grantor hereby agrees not to sell, license, grant any option, assign or further encumber its rights and interests in the Trademarks without prior written consent of the Lender.

5. Intercreditor Agreements. Notwithstanding anything to the contrary set forth herein, all rights and remedies of the Lender hereunder (including with respect to the right to receive payment and/or commence remedies against Grantor) are subject to the terms, conditions and restrictions set forth in the Intercreditor Agreements.

6. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GPM SOUTHEAST, LLC

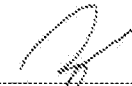
By: _____
Name: **Arie Kotler**
Title: **CEO**

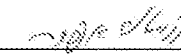
By: _____
Name: **Don Bassell**
Title: **CFO**

LENDER:

ACCEPTED AND AGREED
as of the date first written above:

ARKO HOLDINGS, LTD.

By: 
Name: IRIT KUNAM
Title: General Counsel

By: 
Name: SPAT HYUNAM KUNAM
Title: CO

[SIGNATURE PAGES TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006355 FRAME: 0488

SCHEDULE 1

TRADEMARK REGISTRATIONS

Registered Trademarks

Word Mark	Serial Number	Registration Number	Jurisdiction
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