

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM472202

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Supplement to Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GPM Southeast, LLC		04/17/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VPS Convenience Store Group, LLC		
<b>Street Address:</b>	5200 Town Center Circle, 4th Floor		
<b>City:</b>	Boca Raton		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33486		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3898298	FA ELLEN COFFEE	
<b>Registration Number:</b>	3738484	E-Z MART	
<b>Registration Number:</b>	3738485	E-Z MART	
<b>Registration Number:</b>	3730313	EZR 4 U	
<b>Registration Number:</b>	3738487	ARTFULLY BREWED FA APPROVED	
<b>Registration Number:</b>	3730314	YIKE'S	
<b>Registration Number:</b>	3805137	FA ELLEN COFFEE	
<b>Registration Number:</b>	2199916	E-Z MART	
<b>Registration Number:</b>	2199915	E-Z MART	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027393001		
<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>			
<b>Phone:</b>	202-739-5723		
<b>Email:</b>	carolyn.himmelfarb@morganlewis.com		
<b>Correspondent Name:</b>	Carolyn Himmelfarb		
<b>Address Line 1:</b>	1111 Pennsylvania Avenue, N.W., Attentio		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	119166-0001		

CH \$240.00 3898298

<b>NAME OF SUBMITTER:</b>	Carolyn Himmelfarb
<b>SIGNATURE:</b>	/Carolyn Himmelfarb/
<b>DATE SIGNED:</b>	05/02/2018
<b>Total Attachments: 5</b> source=97276104_1#page1.tif source=97276104_1#page2.tif source=97276104_1#page3.tif source=97276104_1#page4.tif source=97276104_1#page5.tif	

**SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**

This Supplement to Trademark Security Agreement ("Supplement"), dated as of April 17, 2018, is by and between **GPM SOUTHEAST, LLC**, a Delaware limited liability company ("Grantor"), and **VPS CONVENIENCE STORE GROUP, LLC**, a Delaware limited liability company (in its capacity as secured party hereunder, "Lender").

**BACKGROUND**

WHEREAS, GPM WOC Holdco, LLC has entered into that certain Subordinated Secured Promissory Note (as the same may be amended, restated, supplemented or modified from time to time, the "Subordinated Note"; terms capitalized herein but not otherwise defined herein shall have the same meanings ascribed to them in the Subordinated Note), dated as of June 3, 2015, in favor of VPS Convenience Store Group, LLC, as lender, pursuant to which Lender has provided for the extension of credit made to GPM WOC Holdco, LLC thereunder; and

WHEREAS, Grantor entered into that certain Guaranty, dated as of June 3, 2015 (as same may be amended, restated, supplemented or modified from time to time, the "Guaranty") guaranteeing GPM WOC Holdco, LLC's obligations under the Subordinated Note;

WHEREAS, Grantor and Lender have entered into that certain Pledge and Security Agreement, dated as of June 3, 2015 (as same may be amended, restated, supplemented or modified from time to time, the "Security Agreement"); and

WHEREAS, Grantor and Lender have entered into that certain Trademark Security Agreement, dated as of June 3, 2015 (as same may be amended, restated, supplemented or modified from time to time, the "IP Security Agreement");

WHEREAS, Pursuant to the Security Agreement and the IP Security Agreement, Grantor granted to Lender a lien on and security interest in all of Grantor's Trademarks (as defined therein).

WHEREAS, Grantor has, as of the date hereof, acquired from E-Z Mart Stores, Inc. ("E-Z Mart") certain additional trademarks set forth on Schedule 1(A) attached hereto and made part hereof (collectively, the "Additional Trademarks").

WHEREAS, Grantor and Lender desire to execute this Supplement for the purpose of granting Lender a lien on and security interest in the Additional Trademarks and for recording in the United States Patent and Trademark Office upon the recordation of the transfer of the Additional Trademarks from E-Z Mart to Grantor.

NOW THEREFORE, with the foregoing background hereinafter deemed incorporated by reference, Grantor and Lender, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Security Agreement and the IP Security Agreement and for other good, valuable and sufficient consideration, the receipt of which

is hereby acknowledged, and to secure the Obligations, Grantor grants a lien and security interest to Lender in all of its present and future right, title and interest in and to the Additional Trademarks 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. Schedule 1 to the IP Security Agreement is hereby supplemented by the information contained on Schedule 1(A) attached hereto. All references to Schedule 1 contained in the Security Agreement, IP Security Agreement or the Security Documents shall be deemed, for all purposes, to also refer to and include Schedule 1(A). The IP Security Agreement remains unchanged except as supplemented by this paragraph 2.

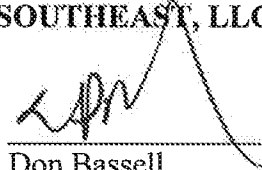
3. Grantor acknowledges and confirms that the rights and remedies of Lender with respect to the security interest in the Additional Trademarks granted hereby are more fully set forth in the Security Agreement and the IP Security Agreement, the terms and provisions of which are incorporated herein by reference. All references to the IP Security Agreement contained in the Security Agreement or the Security Documents shall be deemed, for all purposes, to also refer to and include this Supplement.

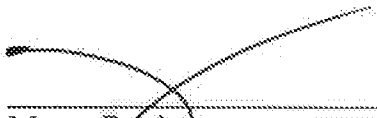
4. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile or PDF shall also bind the parties hereto.

**SIGNATURE PAGES FOLLOW**

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

**GPM SOUTHEAST, LLC**

By:   
Name: Don Bassell  
Title: Chief Financial Officer

By:   
Name: Maury Bricks  
Title: General Counsel

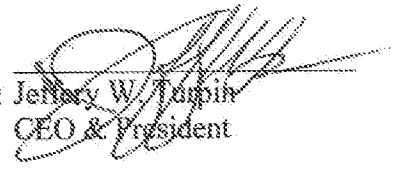
[SIGNATURE PAGES TO TRADEMARK SECURITY AGREEMENT]

LENDER:

ACCEPTED AND AGREED  
as of the date first written above:

VPS CONVENIENCE STORE GROUP, LLC

By:

Name:  Jeffrey W. Tuppin

Title: CEO & President

[SIGNATURE PAGES TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK

REEL: 006361 FRAME: 0350

**SCHEDULE 1(A)**

**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