

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM503584

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TA OPERATING LLC		12/05/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Minit Mart LLC		
<b>Street Address:</b>	810 Morgantown Road		
<b>City:</b>	Bowling Green		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	42101		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4677379	MINIT MART	
<b>Registration Number:</b>	1814563	O'DELI'S	
<b>Serial Number:</b>	88007767	MINIT CAFE	
<b>Serial Number:</b>	88007633	MINIT CAFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048538806		
<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>	404-853-8012		
<b>Email:</b>	patentdocket@eversheds-sutherland.com		
<b>Correspondent Name:</b>	Karissa F. Blyth		
<b>Address Line 1:</b>	999 Peachtree Street, NE		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309-3996		
<b>NAME OF SUBMITTER:</b>	Karissa F. Blyth		
<b>SIGNATURE:</b>	/Karissa F. Blyth/		
<b>DATE SIGNED:</b>	12/27/2018		
<b>Total Attachments: 4</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment Agreement (this "Assignment") is entered into as of December 5, 2018, by and between TA Operating LLC, a Delaware limited liability company ("Assignor"), and Minit Mart LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are referred to herein each individually as a "Party" and collectively as the "Parties". Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated September 1, 2018 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, convey, transfer and assign to Assignee, and Assignee has agreed to purchase, acquire, and accept from Assignor, the Business IP.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises set forth in this Assignment and the Purchase Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Conveyance. Assignor hereby sells, conveys, transfers and assigns to Assignee, and Assignee hereby purchases, acquires, and accepts, all of Assignor's right, title, and interest in and to the Business IP, including the trademark registrations and trademark applications set forth on Schedule A hereto (the "Assigned Trademarks"), together with the goodwill symbolized thereby.

2. Recordation. Assignor hereby authorizes the Commissioner of Patents and Trademarks to record Assignee as the owner of the Assigned Trademarks, and to issue any and all Assigned Trademarks to Assignee, as assignee of the entire right, title and interest in, to and under the same. Assignee shall have the right to record this Assignment with the United States Patent and Trademark Office so as to perfect, confirm and/or evidence its ownership of the Assigned Trademarks.

3. Section Headings. The Section headings contained in this Assignment are for reference purposes only and shall not affect the meaning or interpretation of this Assignment.

4. Governing Law. The Parties agree that this Assignment and all matters arising from or relating to this Assignment shall be governed by and construed in accordance with the Laws of the State of New York, without regard to the conflict of law principles thereof.

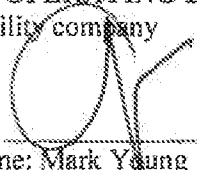
5. Counterparts. This Assignment may be executed by facsimile signatures and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed as of the date first written above.

**ASSIGNOR:**

**TA OPERATING LLC**, a Delaware limited liability company

By:   
Name: Mark Young  
Title: Executive Vice President and General Counsel

[Signatures continue on following page]

*Signature Page to Intellectual Property Assignment*

**TRADEMARK**  
**REEL: 006510 FRAME: 0178**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Assignment to be duly executed as of the date first written above.

**ASSIGNEE**


**MINIT MART LLC**,  
a Delaware limited liability company  
By: **EG RETAIL (AMERICA), LLC**,  
a Delaware limited liability company, its sole member

By:   
Name: Michael Hughes  
Title: EVP

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

**Schedule A**

**Assigned Trademarks**

	<b>Trademark</b>	<b>Registration No. (Application No.)</b>	<b>Registration Date (Application Date)</b>	<b>Class</b>	<b>Goods/Services</b>	<b>Trademark Logo</b>
1.	Minit Mart	4677379	01/27/15	42	Retail grocery store services; retail store services featuring groceries, convenience store items and gasoline	
2.	O'Deli's	1814563	12/28/93	42	Restaurant Services	
3.	Minit Cafe	(88007767)	(6/20/2018)	43	Self-service restaurant services; Take-out restaurant	
4.	Minit Cafe	(88007633)	(6/20/2018)	43	Self-service restaurant services; Take-out restaurant	