

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504542

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AK, INC.		12/18/2018	Corporation: ALASKA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	1808 Aston Avenue		
Internal Address:	Suite 250		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92008		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2997810	AISLE 1	
Serial Number:	87162307	REBELOIL.COM	
Serial Number:	87176151	REBEL OIL	
Serial Number:	87162265	REBEL STORES	
Serial Number:	87162235	REBEL SLOTS	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	2147455612		
Email:	ngraham@winstead.com		
Correspondent Name:	Nancy Graham c/o WINSTEAD PC		
Address Line 1:	2728 N. Harwood Street		
Address Line 2:	Suite 500		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Nancy Graham		
SIGNATURE:	/Nancy Graham/		
DATE SIGNED:	01/04/2019		

CH \$140.00 2997810

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of December 18, 2018, is made by each of parties hereto whose signature appears under the "Grantors" heading on the signature pages hereto (each such party, including any permitted successors and assigns, a "Grantor", and collectively, the "Grantors"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent (together with any successors and assigns thereto in such capacity, "Administrative Agent"), for each of the Secured Parties.

RECITALS.

A. Anabi Oil Corporation, a California corporation, and the other borrowers from time to time party thereto as Borrowers (collectively, the "Borrowers", and each, a "Borrower"), the lenders from time to time party thereto (the "Lenders"), and Wells Fargo Bank, National Association, as Administrative Agent, Swingline Lender and Issuing Lender, have entered into that certain Third Amended and Restated Credit Agreement dated as of the date hereof (as the same has been or may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), which amends and restates the Existing Credit Agreement.

B. In connection with the Existing Credit Agreement, certain Grantors previously executed and delivered to Administrative Agent that certain Third Amended and Restated Security Agreement, dated as of December 22, 2015 (as the same has been amended, supplemented or otherwise modified from time to time prior to the date hereof, the "Existing Security Agreement").

C. The Borrowers and each other Grantor are members of the same affiliated group of companies and are engaged in operations which require financing on a basis in which credit can be made available from time to time to the Borrowers and the other Grantors, and each of the Grantors will derive direct and indirect economic benefit from the Loans, Letters of Credit and other financial accommodations under the Credit Agreement and other Loan Documents and financial accommodations under Secured Cash Management Agreements and Secured Hedge Agreements.

D. In connection with the Credit Agreement, Grantors, Administrative Agent and the other signatories party thereto have executed and delivered the Fourth Amended and Restated Security Agreement dated as of the date hereof (such agreement, together with all amendments and restatements thereto, the "Security Agreement"), which amends and restates the Existing Security Agreement in its entirety.

E. Pursuant to the Credit Agreement and the Security Agreement, each Grantor is required to execute and deliver this Agreement and to grant to Administrative Agent a security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations.

AGREEMENT.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce Lenders to make and to continue making Extensions of Credit (including the initial Extension of Credit) to Borrower pursuant to the

Credit Agreement, and the other Secured Parties to extend credit to or for the benefit of Borrower or any other Loan Party, each Grantor agrees, for the benefit of Administrative Agent and each other Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or hereby incorporated by reference) in the Security Agreement and the Credit Agreement.

“Trademarks” means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, and (d) all rights to use and/or sell any of the foregoing.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, each Grantor does hereby mortgage, pledge, and hypothecate to Administrative Agent, and grants to Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all right, title, and interest in and to all of the following property, whether now owned or hereafter acquired or existing (the “Trademark Collateral”):

- (a) all Trademarks, including all Trademarks referred to in Schedule 1 attached hereto;
- (b) all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing; and
- (c) all proceeds and products of the foregoing, including, without limitation, insurance payable by reason of loss or damage to the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement,

the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. Grantors have duly authorized the execution, delivery and performance of this Agreement.

SECTION 5. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 6. Supplement. This Agreement is a supplement to, and not a restatement or limitation of, the Security Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTORS:

AK, INC.
an Alaska corporation

By: Rawan Anabi

Name: Rawan Anabi
Title: Vice President

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: Maureen P. Malphus
Name: Maureen Malphus
Title: Vice President

SCHEDULE 1
to Trademark Security Agreement

SCHEDULE 1
TRADEMARKS

Owner	Nature of Debtor's Interest (e.g., owner, licensee)	Trademark	Application or Serial No.	Goods or Services Covered	Application Date
AK, Inc.	Owner	Aisle 1	78/455087 and 2997810	Retail gasoline supply services.	
AK, Inc.	Owner	Rebeloil.com	87162307	Retail convenience stores; Retail store services featuring convenience store items and gasoline. Loyalty coupon payment processing services; Loyalty program payment processing services. Automobile service station services; Vehicle service stations. Fuel delivery services; Transportation and storage of fuels.	09/06/16
AK, Inc.	Owner	Rebel Oil	87176151	Retail convenience stores; Retail store services featuring convenience store items and gasoline. Automobile service station services; Vehicle service stations. Fuel delivery services; Transportation and	09/19/16

				storage of fuels.	
AK, Inc.	Owner	Rebel Stores	87162265	Restaurant services; Restaurant services, including sit-down service of food and take-out restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises; Serving food and drinks; Fast-food restaurant services.	09/06/16
AK, Inc.	Owner	Rebel Slots	87162235	Retail convenience stores; Retail store services featuring convenience store items and gasoline. Restaurant services; Restaurant services, including sit-down service of food and take-out restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises; Serving food and drinks; Fast-food restaurant services. Gambling services; Betting services; Leasing of electronic gaming machines for gambling; Wagering services.	09/06/16

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