

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549798

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BW Gas & Convenience Holdings, LLC		11/18/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Lending Partners LLC		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5566274	SAY YES TO CONVENIENCE	
Registration Number:	5566268	YES WAY	
Registration Number:	5460416		
Registration Number:	5418918	YES WAY	
Registration Number:	5167624	YESWAY	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	049646-0484		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	11/18/2019		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 18, 2019 (as amended, restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”), is made by each of the signatories hereto (each, a “Grantor” and collectively, the “Grantors”) and Goldman Sachs Lending Partners LLC, as Administrative Agent (in such capacity and together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, B&W Gas & Convenience Holdings, LLC, a Delaware limited liability company (the “Borrower”), has entered into a Credit Agreement, dated as of November 18, 2019 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “Credit Agreement”), with the banks and other financial institutions and entities from time to time party thereto, and the Administrative Agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of November 18, 2019, in favor of the Administrative Agent (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “Guarantee and Collateral Agreement”). Capitalized terms used and not defined herein have the meanings given to such terms in the Guarantee and Collateral Agreement.

WHEREAS, under the terms of the Guarantee and Collateral Agreement, Grantor has granted a security interest in certain property, including, without limitation, the Trademark Collateral (as defined below), to the Administrative Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and any successor office thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. GRANT OF SECURITY. Each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the following property of such Grantor, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

(i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1 attached hereto, provided, however, that no lien or security interest is granted in any pending “intent-to-use” application for registration of a trademark or service

mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, but solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal Law (provided that upon filing with the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or a statement of use under 15 U.S.C. Section 1051(d) (or any successor provisions), such intent-to-use trademark application shall be considered Collateral), (ii) all rights to sue or otherwise recover for any and all past, present and future infringements and other violations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future infringements and other violations thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above, and (v) any and all proceeds of the foregoing.

2. RECORDATION. Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer, as applicable, record this Trademark Security Agreement.


3. EXECUTION IN COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts (including by facsimile or other electronic imaging means), 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.

4. GOVERNING LAW. This Trademark Security Agreement and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate in any way hereto or the negotiation, execution or performance thereof or the transactions contemplated hereby, unless otherwise expressly set forth therein, shall be governed by, and construed in accordance with, the law of the state of New York.


5. CONFLICT PROVISION. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

**BW GAS & CONVENIENCE HOLDINGS,
LLC**





By: 
Name: Thomas Nicholas Trkla
Title: Chief Executive Officer

GOLDMAN SACHS LENDING PARTNERS LLC,
as Administrative Agent

By: 
Name: _____
Title: **Thomas M. Manning**
Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Schedule 1
TRADEMARKS

Trademark	Application / Registration No.	Application / Registration Date	Applicant / Registered Owner	Status
REAL TASTE. REAL QUALITY. REAL VALUE	88454145	5/31/2019	BW Gas & Convenience Holdings, LLC	Pending ITU
YES WAY	87829585	3/12/2018	BW Gas & Convenience Holdings, LLC	Pending ITU
Design Only 	87812374	2/27/2018	BW Gas & Convenience Holdings, LLC	Pending ITU
Design Only 	87041594	5/18/2016	BW Gas & Convenience Holdings, LLC	Pending ITU
YESPAY	87041571	5/18/2016	BW Gas & Convenience Holdings, LLC	Pending ITU
SAY YES TO CONVENIENCE	87049518 / 5566274	5/25/2016 / 9/18/2018	BW Gas & Convenience Holdings, LLC	Registered
YES WAY 	87041585 / 5566268	5/18/2016 / 9/18/2018	BW Gas & Convenience Holdings, LLC	Registered
Design Only 	87390299 / 5460416	3/29/2017 / 5/1/2018	BW Gas & Convenience Holdings, LLC	Registered
YES WAY	87041583 / 5418918	5/18/2016 / 3/6/2018	BW Gas & Convenience Holdings, LLC	Registered
YESWAY	86842764 / 5167624	12/8/2015 / 3/21/2017	BW Gas & Convenience Holdings, LLC	Registered