

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM551931

<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>
Riiser Fuels, LLC		12/03/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GPM Southeast, LLC		
<b>Street Address:</b>	8565 Magellan Parkway, Suite 400		
<b>City:</b>	Richmond		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23227		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88260715	BIISTRO'S	
<b>Registration Number:</b>	2931105	R STORE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6785534779		
<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>	6785534778		
<b>Email:</b>	atltrademark@gtlaw.com		
<b>Correspondent Name:</b>	Joel R. Feldman		
<b>Address Line 1:</b>	3333 Piedmont Road NE, Suite 2500		
<b>Address Line 2:</b>	Greenberg Traurig, LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30305		
<b>ATTORNEY DOCKET NUMBER:</b>	140344.020000		
<b>NAME OF SUBMITTER:</b>	Joel R. Feldman		
<b>SIGNATURE:</b>	/jrf/		
<b>DATE SIGNED:</b>	12/04/2019		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment"), dated as of December 3, 2019 is made by Riiser Fuels, LLC, a Delaware limited liability company ("Seller") in favor of GPM Southeast, LLC, a Delaware limited liability company ("Buyer").

WHEREAS, the Buyer and Seller, among other parties, are parties to that certain Asset Purchase Agreement dated as of September 27, 2019 (as amended, the "Asset Purchase Agreement"); and

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations set forth on Schedule 1 attached hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as

may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law; Consent to Jurisdiction and Venue. This Trademark Assignment and all claims and causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Trademark Assignment, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia applicable to contracts executed in and to be performed in that state. All actions and proceedings arising out of or relating to this Trademark Assignment shall be heard and determined in a Virginia state or a federal court, and the parties hereto hereby irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding. Each party hereto hereby agrees that service of process on such party in accordance with Section 7 or any other manner permitted by applicable law shall be deemed effective service of process on such party.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Buyer and Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

RIISER FUELS, LLC

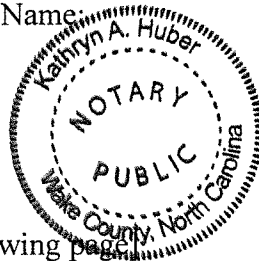
By: [Signature]  
Name: Donald R. Draughon Jr.  
Title: President

STATE OF NORTH CAROLINA )  
 )SS.  
COUNTY OF DURHAM )

On the 2nd day of Dec., 2019, before me personally appeared Donald R. Draughon Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the President of Riiser Fuels, LLC, a Delaware limited liability company, and acknowledged the instrument to be his/her free act and deed/the free act and deed of Riiser Fuels, LLC for the uses and purposes mentioned in the instrument.

[Signature]  
Notary Public KATHRYN A. HUBER  
Printed Name:

My Commission Expires:  
MAY 13, 2024



[signatures continue on following page]

GPM SOUTHEAST, LLC

By: \_\_\_\_\_  
Name: Arie Kotler  
Title: CEO

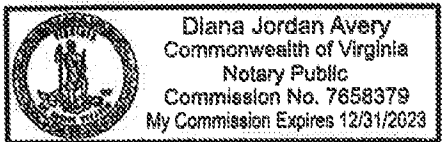
By: \_\_\_\_\_  
Name: Don Bassell  
Title: CFO

COMMONWEALTH OF VIRGINIA )  
 )SS.  
COUNTY OF HENRICO )

On the 2<sup>nd</sup> day of December, 2019, before me personally appeared Arie Kotler and Don Bassell, each personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the CEO and CFO, respectively, of GPM Southeast, LLC, a Delaware limited liability company and acknowledged the instrument to be his free act and deed/the free act and deed of GPM Southeast, LLC for the uses and purposes mentioned in the instrument.

Diana Avery  
Notary Public  
Printed Name: Diana Avery



My Commission Expires:  
31 Dec 2023



**SCHEDULE 1**

**Assigned Trademarks**

**Trademark Applications and Registrations**

<b>Word Mark</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Jurisdiction</b>
	88260715		USPTO
	76264400	2931105	USPTO