TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM559531

SUBMISSION TYPE: NEW ASSIGNMENT

RELEASE OF SECURITY INTEREST **NATURE OF CONVEYANCE:**

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VPS Convenience Store Group, LLC			Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	GPM Investments, LLC			
Street Address:	8565 Magellan Pkwy Suite 400			
City:	Richmond			
State/Country:	VIRGINIA			
Postal Code:	23227			
Entity Type:	Limited Liability Company: DELAWARE			

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	4088938	PERFECT HARVEST	

CORRESPONDENCE DATA

Fax Number: 6785534779

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.

Phone: 6785534778

atltrademark@gtlaw.com Email:

Joel R. Feldman **Correspondent Name:**

Address Line 1: 3333 Piedmont Road NE, Suite 2500

Address Line 2: Greenberg Traurig, LLP Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	140344.020000
NAME OF SUBMITTER:	JOEL R. FELDMAN
SIGNATURE:	/jrf/
DATE SIGNED:	01/29/2020

Total Attachments: 4

source=TM Release 2#page1.tif source=TM Release 2#page2.tif source=TM Release 2#page3.tif

> **TRADEMARK** REEL: 006850 FRAME: 0192

900533050

source=TM Release 2#page4.tif

TRADEMARK REEL: 006850 FRAME: 0193

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Termination and Release"), dated as of January 24, 2020, is made by, VPS CONVENIENCE STORE GROUP, LLC, a Delaware limited liability company (the "Lender"), in favor of GPM INVESTMENTS, LLC, a Delaware limited liability company (the "Grantor"). Unless otherwise defined herein, capitalized terms used in this Termination and Release shall have the meanings assigned to such terms in the Pledge and Security Agreement (as defined below).

WHEREAS, the Grantor and the Lender entered into that certain (a) Trademark Security Agreement, dated as of June 3, 2015 (the "<u>Trademark Security Agreement</u>"), recorded at (i) Reel 5546, Frame 0549 in the Trademark Division of the United States Patent and Trademark Office (the "<u>USPTO</u>") on June 5, 2015 and (ii) Reel 5555, Frame 0021 in the Trademark Division of the USPTO on June 16, 2015, and (b) Supplement to Trademark Security Agreement, dated as of July 26, 2016, recorded at Reel 5842, Frame 0445 at the Trademark Division of the USPTO on July 29, 2016 (the "<u>Supplement to Trademark Security Agreement</u>" and, together with the Trademark Security Agreement, the "<u>Trademark Grant</u>");

WHEREAS, pursuant to that certain Pledge Agreement and Security Agreement, dated as of June 3, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the "Grantors" party thereto from time to time and the Lender and (ii) the Trademark Grant, the Grantor pledged and granted to the Lender a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the Trademarks, including those trademarks and trademark applications listed on Exhibit A attached hereto:

WHEREAS, the Lender has agreed to terminate, release and discharge its security interest and lien on all of the Trademarks.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities of the Grantor secured by the Trademarks pursuant to the Security Agreement and the Trademark Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby agrees as follows:

- 1. The Lender hereby terminates, releases and discharges all of its mortgages, liens, and security interests in all of the Grantor's right, title and interest in, to and under the Trademarks and hereby reassigns any and all such right, title and interest (if any) that the Lender may have in the Trademarks to the Grantor.
- 2. The Lender authorizes and requests that the United States Commissioner of Patents and Trademarks and any other applicable officer in any successor office or any similar office in any other country record this Termination.
- 3. THIS TERMINATION AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TERMINATION SHALL BE CONSTRUED IN ACCORDANCE

TRADEMARK
REEL: 006850 FRAME: 0194

WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[Remainder of page intentionally blank; signature page follows]

DB1/ 108848899.2

TRADEMARK
REEL: 006850 FRAME: 0195

VPS	CON	VEN	IEN	CE	ST	ORE	GR(OUP,	LI	JC,
as Le	nder									

By:

Bricks, Maury

General Counsel,

GPM

Investments, LLC

Attorney-In-Fact (as authorized by Letter Agreement dated September 20, 2019

REEL: 006850 FRAME: 0196

EXHIBIT A

TRADEMARK REGISTRATIONS

		App. Serial No./	Registration		
<u>Owner</u>	Service Mark	Registration No.	<u>Date</u>	Status	
GPM	PERFECT	85194226/	12-9-2010/	Registered	
Investments,	HARVEST	4088938	1-17-2012		

TRADEMARK REEL: 006850 FRAME: 0197

RECORDED: 01/29/2020

LLC