

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559534

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VPS Convenience Store Group, LLC		01/24/2020	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: 7			
Property Type	Number	Word Mark	
Registration Number:	1517607	FAS MART	
Registration Number:	1350059	FAS MART	
Registration Number:	1517619	FAS MART	
Registration Number:	4175123	SHORE STOP	
Registration Number:	4519027	FAS CASHBACK	
Registration Number:	4476191	ALL IN GOOD TASTE	
Registration Number:	4422018	FAS APP	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	6785534778		
Email:	atltrademark@gtlaw.com		
Correspondent Name:	Joel R. Feldman		
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		

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SIGNATURE:	/jrf/
DATE SIGNED:	01/29/2020
Total Attachments: 3 source=TM Release 3#page1.tif source=TM Release 3#page2.tif source=TM Release 3#page3.tif	

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"), the sole member of **GPM WOC Holdco, LLC** (the "Company"). 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 Trademark Security Agreement, dated as of June 3, 2015 (the "Trademark Security Agreement"), recorded at (i) Reel 5546, Frame 0549 in the Trademark Division of the United States Patent and Trademark Office (the "USPTO") on June 5, 2015 and (ii) Reel 5555, Frame 0021 in the Trademark Division of the USPTO on June 16, 2015;

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 Security Agreement, 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.

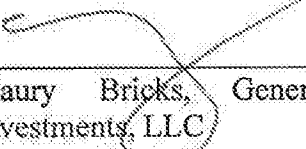
NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities of the Grantor secured by the Trademarks pursuant to the Security Agreement and the Trademark Security Agreement, the receipt and sufficiency of which are hereby acknowledged,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

VPS CONVENIENCE STORE GROUP, LLC

By: 

Maury Bricks, General Counsel, GPM
Investments, LLC
Attorney-In-Fact (as authorized by Letter
Agreement dated September 20, 2019)

EXHIBIT A

TRADEMARK REGISTRATIONS

<u>TRADEMARK NAME</u>	<u>SERIAL #</u>	<u>OWNER</u>	<u>STATUS</u>
FAS MART (& Design) (horizontal)	S.N. 73/714888; Reg. No. 1,517,607 (U.S.)	GPM Investments, LLC	Current
FAS MART	S.N. 73/497809; Reg. No. 1,350,059 (U.S.)	GPM Investments, LLC	Current
FAS MART (& Design) (stacked)	S.N. 73/718317; Reg. No. 1,517,619 (U.S.)	GPM Investments, LLC	Current
SHORE STOP	S.N. 85475432; Reg. No. 4,175,123	GPM Investments, LLC	Current
FAS CASHBACK	S.N. 85869450 Reg. No. 4519027	GPM Investments, LLC	Current
ALL IN GOOD TASTE	S.N. 85869469 Reg No. 4476191	GPM Investments, LLC	Current
FAS APP	S.N. 85896547 Reg. No. 4422018	GPM Investments, LLC	Current