

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM563427

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VPS CONVENIENCE STORE GROUP, LLC		02/22/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GPM INVESTMENTS, LLC		
<b>Street Address:</b>	8565 Magellan Pkwy, 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: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4746362	JIFFI STOP	
<b>Registration Number:</b>	4680045	LUIGI'S PIZZA AND SUBS	
<b>Registration Number:</b>	4680046	CAPITAL CITY BREWERY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	6122599700		
<b>Email:</b>	wesemand@gtlaw.com		
<b>Correspondent Name:</b>	Draeke H. Weseman		
<b>Address Line 1:</b>	90 South Seventh Street, Suite 3500		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	140344011600		
<b>NAME OF SUBMITTER:</b>	Draeke H. Weseman		
<b>SIGNATURE:</b>	/DHW/		
<b>DATE SIGNED:</b>	02/24/2020		
<b>Total Attachments: 3</b>			
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source=VPS Convenience Store Group 5900-0183 - Termination of Trademark Security Agreement#page2.tif			

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**TERMINATION AND RELEASE  
OF SECURITY INTEREST IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Termination and Release"), dated as of February [22], 2020, is made by, **VPS CONVENIENCE STORE GROUP, LLC**, a Delaware limited liability (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 Trademark Security Agreement, dated as of June 3, 2015 (the "Trademark Grant") and that certain Supplement to Trademark Security Agreement, dated as of October 10, 2016 (the "Supplement"), recorded at Reel 5900, Frame 0183 in the Trademark Division of the United States Patent and Trademark Office (the "USPTO") on October 14, 2016;

**WHEREAS**, pursuant to (i) that certain Pledge and Security Agreement, dated as of June 3, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), by and among the Grantor, Lender, and any other pledgors named therein, and (ii) the Trademark Grant and the Supplement, 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 certain trademarks, together with the goodwill of Grantor's business symbolized by such trademarks, including but not limited to, the trademarks and trademark registrations listed on Exhibit A attached hereto (collectively, the "Trademarks");

**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 Pledge and Security Agreement and the Trademark Grant and the Supplement, 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 and Release.

3. **THIS TERMINATION AND RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TERMINATION AND RELEASE 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.**

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**VPS CONVENIENCE STORE GROUP, LLC,**  
as Lender

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

**EXHIBIT A**

<b><u>Owner</u></b>	<b><u>Mark</u></b>	<b><u>Application No. / Registration No.</u></b>	<b><u>Application Date / Registration Date</u></b>	<b><u>Status</u></b>
GPM INVESTMENTS, LLC	JIFFI STOP	86255589 / 4746362	04/17/2014 06/02/2015	Registered
GPM INVESTMENTS, LLC	LUIGI'S PIZZA AND SUBS	86258006 / 4680045	04/21/2014 01/27/2015	Registered
GPM INVESTMENTS, LLC	CAPITAL CITY BREWERY	86258041 / 4680046	04/21/2014 01/27/2015	Registered