

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564807

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Arko Holdings, Ltd.		02/28/2020	Corporation: ISRAEL
GPM Member, LLC, as successor to GPM Holdings, Inc.		02/28/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Village Pantry, LLC
Street Address:	8565 Magellan Parkway
Internal Address:	Suite 400
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23227
Entity Type:	Limited Liability Company: INDIANA
Name:	Worsley Operating Company, LLC
Street Address:	8565 Magellan Parkway
Internal Address:	Suite 400
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23227
Entity Type:	Limited Liability Company: NORTH CAROLINA
Name:	Next Door Operations, LLC
Street Address:	8565 Magellan Parkway
Internal Address:	Suite 400
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23227
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4020003	VPS CONVENIENCE STORE GROUP
Serial Number:	73248301	VILLAGE PANTRY

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	73041939	VILLAGE PANTRY
Serial Number:	77495440	VARIETY IS EVERYTHING
Serial Number:	77889198	BEAN BROTHERS
Serial Number:	76530547	VP.
Serial Number:	73419369	VILLAGE PANTRY
Serial Number:	78702400	VP VILLAGE PANTRY
Serial Number:	72279402	VILLAGE PANTRY
Serial Number:	77922623	THIRST STOP
Serial Number:	73762182	MUG-A-LUG
Serial Number:	73758183	NEXT DOOR FOOD STORE
Serial Number:	74011670	THANK\$ A LOTTERY

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 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:	040896-0121
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	03/02/2020

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of this 28th day of February by ARKO HOLDINGS, LTD, an Israeli company, and GPM MEMBER, LLC., a Delaware limited liability company, and successor to GPM HOLDINGS, INC. (each a “Lender,” and collectively the “Lenders”), in favor of VILLAGE PANTRY, LLC, WORSLEY OPERATING COMPANY, LLC, NEXT DOOR OPERATIONS, LLC, and the other Persons identified as “grantors” in the Trademark Security Agreement (each a “Grantor,” and collectively the “Grantors”). All terms capitalized herein but not otherwise defined herein shall have the same meanings ascribed to them, directly or by reference, in the Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS, the Grantors and the Lenders entered into that certain Pledge and Security Agreement, dated as of June 3, 2015 (as the same may have been amended, restated supplemented or modified from time to time, the “Security Agreement”) pursuant to which the Grantors granted to the Lenders a security interest in substantially all of the assets of the Grantors, including all right title and interest of the Grantors in, to and under all then owned and thereafter acquired trademarks, together with the goodwill of the business symbolized by the Grantor’s trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by GPM WOC HOLDCO, LLC to the Lenders under the Notes;

WHEREAS, the Grantors and the Lenders entered into that certain Trademark Security Agreement, dated as of June 3, 2015 (as supplemented on June 15, 2015, the “Trademark Security Agreement”) pursuant to which each Grantor granted to the Lender, and reaffirmed its prior grant pursuant to the Security Agreement, of a continuing security interest in such Grantor’s entire, right, title and interest in and to the following whether then owned or existing or thereafter created, acquired or arising: (i) each trademark and service mark, as well as associated trademark registrations or applications for registration listed on Schedule 1 annexed hereto (such trademarks and trademark applications and registrations, the “Trademarks”), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and (ii) all products and proceeds of the forgoing, including without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark (the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on June 4, 2015 at Reel/Frame 5545/0171;

WHEREAS, in order to correct an error in the original Schedule 1 to the Trademark Security Agreement, a First Supplement thereto was executed on June 15, 2015 and recorded in the United States Patent and Trademark Office on June 29, 2015 at Reel/Frame 5563/0208;

WHEREAS the Grantors have requested that the Lenders now terminate and release their security interest in the Trademark Collateral.

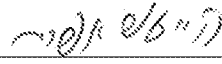
NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, each Lender hereby terminates the Trademark Security Agreement, terminates and releases its security interest in the Trademark Collateral, and to the extent it has any other right, title or interest in or to the Trademark Collateral, hereby assigns such right, title or interest to the applicable Grantor, in each case without representation or warranty of any kind, and without recourse to the Lenders.

Each Grantor (and any successor to such Grantor, including any person or entity hereafter holding any right, title or interest in and to the Trademark Collateral of such Grantor) is hereby authorized to record this Release with the United States Patent and Trademark Office with respect to the Trademark Collateral of such Grantor.

[Signature Page Follows]

IN WITNESS WHEREOF, each Lender has duly executed this Release as of the date first written above.

ARKO HOLDINGS, LTD.

By: 
Name: Efrat Hybloom Klein
Its: CFO

By: 
Name: Irit Aviram
Its: VP, General Counsel

[Signature Pages to Release of Security Interest in Trademarks]

ARKO HOLDINGS LTD.,
as Lender

By: _____
Name: Irit Aviram
Title:

By: _____
Name: Efrat Hybloom-Klein
Title:

GPM MEMBER LLC,
as Lender

By: _____
Name: Avram Z. Friedman
Title: Manager

SCHEDULE I

TRADEMARK REGISTRATIONS

TRADEMARK NAME	SERIAL #	OWNER	STATUS
VILLAGE PANTRY (Convenience Type Food Store)	File No. 5006- 980 (IN)	Village Pantry, LLC	Current
VILLAGE PANTRY (Retail Grocery Store Services)	73/248,301	Village Pantry, LLC	Current
VILLAGE PANTRY (Party Ice)	73/041,939	Village Pantry, LLC	Current
VARIETY IS EVERYTHING	77/495,440	Village Pantry, LLC	Current
BEAN BROTHERS	77/889,198	Village Pantry, LLC	Current
VP Stylized mark	76/530,547	Village Pantry, LLC	Current
VILLAGE PANTRY & DESIGN (triangle with boy & dog)	73/419,369	Village Pantry, LLC	Current
VP LOGO	78/702,400	Village Pantry, LLC	Current
VILLAGE PANTRY & DESIGN (triangle)	72/279,402	Village Pantry, LLC	Current
THIRST STOP	77/922,623	Village Pantry, LLC	Current
MUG-A-LUG	73/762,182	Village Pantry, LLC	Current
VPS CONVENIENCE STORE GROUP	4,020,003	Worsley Operating Company, LLC	Current
NEXT DOOR FOOD STORE	73/758,183	Next Door Operations, LLC	Current

<u>Trademark Name</u>	<u>Serial Number</u>	<u>Owner</u>	<u>Status</u>
THANK\$ A LOTTERY	74/011,670	Village Pantry, LLC	Current