

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM564810

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
RECEIVING PARTY DATA			
Name:	GPM Southeast, 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: 9			
Property Type	Number	Word Mark	
Registration Number:	3898298	FA ELLEN COFFEE	
Registration Number:	3738484	E-Z MART	
Registration Number:	3738485	E-Z MART	
Registration Number:	3730313	EZR 4 U	
Registration Number:	3738487	ARTFULLY BREWED FA APPROVED	
Registration Number:	3730314	YIKE'S	
Registration Number:	3805137	FA ELLEN COFFEE	
Registration Number:	2199916	E-Z MART	
Registration Number:	2199915	E-Z MART	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	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		

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ATTORNEY DOCKET NUMBER:	040896-0121
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	03/02/2020
Total Attachments: 4 source=GPM - Trademark Release RF 6355-0483#page1.tif source=GPM - Trademark Release RF 6355-0483#page2.tif source=GPM - Trademark Release RF 6355-0483#page3.tif source=GPM - Trademark Release RF 6355-0483#page4.tif	

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 (the "Lender"), in favor of GPM SOUTHEAST, LLC, a Delaware limited liability company with offices at 8565 Magellan Parkway, Suite 400, Richmond, VA 23227 (the "Grantor") 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 Grantor and the Lender entered into that certain Pledge and Security Agreement, dated as of April 17, 2018 (as the same may have been amended, restated supplemented or modified from time to time, the "Security Agreement") pursuant to which the Grantor and the other pledgors therein granted to the Lender a security interest in substantially all of the assets of the Grantor and the other pledgors relating to their respective businesses in Texas, Oklahoma, Louisiana and Arkansas, including all right title and interest of the Grantor in, to and under all then owned and thereafter acquired trademarks relating to such businesses, together with the goodwill of such business symbolized by the Grantor's trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor to the Lender under the Note;

WHEREAS, the Grantor and the Lender entered into that certain Trademark Security Agreement, dated as of April 17, 2018 (the "Trademark Security Agreement"), pursuant to which the 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 April 17, 2018 at Reel/Frame 6355/0483;

WHEREAS the Grantor has requested that the Lender now terminate and release its 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, the 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

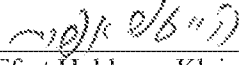
Collateral, hereby assigns such right, title or interest to the Grantor, in each case without representation or warranty of any kind, and without recourse to the Lender.

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

[Signature Page Follows]

IN WITNESS WHEREOF, the 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 Page to Release of Security Interest in Trademarks]

SCHEDULE I
TRADEMARK REGISTRATIONS

Registered Trademarks

Word Mark	Serial Number	Registration Number	Jurisdiction
FA ELLEN COFFEE	76693345	3898298	USPTO
E-Z MART	76692665	3738484	USPTO
E-Z MART	76692764	3738485	USPTO
EZR 4 U	76692663	3730313	USPTO
ARTFULLY BREWED FA APPROVED	76693427	3738487	USPTO
YIKE'S	76693341	3730314	USPTO
FA ELLEN COFFEE	76692763	3805137	USPTO
E-Z MART	75392279	2199916	USPTO
E-Z MART	75392248	2199915	USPTO
E-Z MART		(Book number) 68-7486	Louisiana