

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564818

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Next Door Operations, LLC		02/28/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Collateral Agent		
Street Address:	245 Park Avenue		
Internal Address:	44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1566493	NEXT DOOR FOOD STORE	
Registration Number:	5684334	NEXT DOOR STORE	
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		
ATTORNEY DOCKET NUMBER:	040896-0121		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	03/02/2020		
Total Attachments: 11			
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GRANT OF

SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of February 28, 2020 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of Ares Capital Corporation, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, together with its successors and permitted assigns in such capacity, the “*Collateral Agent*”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 28, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among GPM Investments, LLC, a Delaware limited liability company (the “*Borrower*”), each of the Subsidiaries of the Borrower signatory thereto as Guarantors or thereafter designated as Guarantors, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”) and Ares Capital Corporation, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make Loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of February 28, 2020, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Pledge Agreement*”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants, pledges and collaterally assigns to the Collateral Agent, for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in, to and under all (a) Trademarks, and all registrations and applications for registration thereof, including those listed on Schedule A hereto, (b) all common-law rights related thereto, and all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (c) the right to obtain all renewals thereof, (d) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (e) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (f) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the "**Trademark Collateral**"), as collateral security for the prompt and complete payment and performance in full when due (whether at the stated maturity, by acceleration or otherwise) of its Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Termination. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the occurrence of the Termination Date. Upon the termination of this Agreement, the Collateral Agent shall at Grantor's cost and expense execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 7. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GPM INVESTMENTS, LLC,
a Delaware limited liability company,
as a Grantor

By:  _____

Name: Arie Kotler

Title: Chief Executive Officer

By:  _____

Name: Don Bassell

Title: Chief Financial Officer

GPM APPLE, LLC,
a Delaware limited liability company,
as a Grantor

By:  _____

Name: Arie Kotler


Title: Chief Executive Officer

By:  _____

Name: Don Bassell

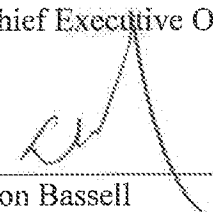
Title: Chief Financial Officer

GPM SOUTHEAST, LLC,
a Delaware limited liability company,
as a Grantor

By:  _____

Name: Arie Kotler

Title: Chief Executive Officer

By:  _____

Name: Don Bassell

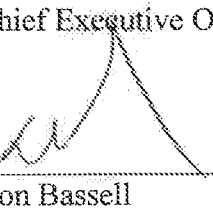
Title: Chief Financial Officer

NEXT DOOR OPERATIONS, LLC,
a Delaware limited liability company,
as a Grantor

By:  _____

Name: Arie Kotler

Title: Chief Executive Officer

By:  _____

Name: Don Bassell

Title: Chief Financial Officer

VILLAGE PANTRY, LLC,
an Indiana limited liability company,
as a Grantor

By:  _____

Name: Arie Kotler

Title: Chief Executive Officer

By:  _____

Name: Don Bassell

Title: Chief Financial Officer

E CIG LICENSING, LLC,
a Delaware limited liability company,
as a Grantor

By: 

Name: Arie Kotler

Title: Chief Executive Officer

By: 

Name: Don Bassell

Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
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ACCEPTED:

Ares Capital Corporation,
as the Collateral Agent

By: 
Name: _____
Title: **ian Fitzgerald**
Authorized Signatory

[Signature Page to Grant of Security Interest in Trademark Rights]


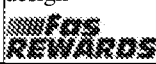



TRADEMARK
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SCHEDULE A



U.S. Trademarks and Applications



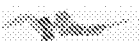



	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Grantor
1.	ALL IN GOOD TASTE	85869469 March 7, 2013	4476191 January 28, 2014	Registered	GPM Investments, LLC
2.	CAPITAL CITY BREWERY	86258041 April 14, 2014	4680046 January 27, 2015	Registered	GPM Investments, LLC
3.	R STORE and design 	76264400 May 30, 2001	2931105 March 8, 2005	Registered	GPM Investments, LLC
4.	FAS SNACKS	87554687 August 3, 2017	5504737 June 26, 2018	Registered	GPM Investments, LLC
5.	FAS SNACKS	87898167 April 27, 2018	5932974 December 10, 2019	Registered	GPM Investments, LLC
6.	FAS APP	85896547 April 5, 2013	4422018 October 22, 2013	Registered	GPM Investments, LLC
7.	FAS CASHBACK	85869450 March 7, 2013	4519027 April 22, 2014	Registered	GPM Investments, LLC
8.	FAS FUEL	86760235 September 17, 2015	5079375 November 8, 2016	Registered	GPM Investments, LLC
9.	FAS FUEL and design 	87626824 September 28, 2017	5428513 March 20, 2018	Registered	GPM Investments, LLC
10.	FAS FUEL and design 	87626843 September 28, 2017	5428514 March 20, 2018	Registered	GPM Investments, LLC
11.	FAS FUEL	87355761 March 2, 2017	5352088 December 5, 2017	Registered	GPM Investments, LLC
12.	FAS MART	73497809 September 4, 1984	1350059 July 16, 1985	Registered	GPM Investments, LLC
13.	FAS MART and design 	73714888 February 22, 1988	1517607 December 20, 1988	Registered	GPM Investments, LLC

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Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Grantor
14. FAS MART and design 	73718317 March 23, 1988	1517619 December 20, 1988	Registered	GPM Investments, LLC
15. FAS REWARDS and design 	87213467 October 24, 2016	5287864 September 12, 2017	Registered	GPM Investments, LLC
16. FAS REWARDS	87213421 October 25, 2016	5287862 September 12, 2017	Registered	GPM Investments, LLC
17. FAS WASH and design 	87271603 December 16, 2016	5371452 January 2, 2018	Registered	GPM Investments, LLC
18. FF and design 	86760233 September 17, 2015	5024064 August 16, 2016	Registered	GPM Investments, LLC
19. JIFFI STOP	86255589 April 17, 2014	4746362 June 2, 2015	Registered	GPM Investments, LLC
20. LUIGI'S PIZZA AND SUBS	86258006 April 21, 2014	4680045 January 27, 2015	Registered	GPM Investments, LLC
21. PERFECT HARVEST	85194226 December 8, 2010	4088938 January 17, 2012	Registered	GPM Investments, LLC
22. PERFECT HARVEST	87141841 August 17, 2016	5166294 March 21, 2017	Registered	GPM Investments, LLC
23. PERFECT HARVEST COFFEE CO. and design 	87141814 August 17, 2016	5189681 April 25, 2017	Registered	GPM Investments, LLC
24. SHORE STOP	85475432 November 17, 2011	4175123 July 17, 2012	Registered	GPM Investments, LLC
25. NEXT DOOR FOOD STORE	73758183 October 17, 1988	1566493 November 14, 1989	Registered	Next Door Operations, LLC
26. NEXT DOOR STORE	87953044 June 7, 2018	5684334 February 26, 2019	Registered	Next Door Operations, LLC

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Grantor
27. MUG-A-LUG	73762182 November 7, 1988	1604882 July 3, 1990	Registered	Village Pantry, LLC
28. THANK\$ A LOTTERY	74011670 December 18, 1989	1628597 December 18, 1990	Registered	Village Pantry, LLC
29. THIRST SHOP	77922623 January 28, 2010	3821880 July 20, 2010	Registered	Village Pantry, LLC
30. VILLAGE PANTRY	73248301 January 31, 1980	1162326 July 21, 1981	Registered	Village Pantry, LLC
31. VILLAGE PANTRY and design 	72279402 August 30, 1967	855710 August 27, 1968	Registered	Village Pantry, LLC
32. VILLAGE PANTRY and design 	73419369 March 30, 1983	1317347 January 29, 1985	Registered	Village Pantry, LLC
33. VP VILLAGE PANTRY and design 	78702400 August 29, 2005	3135581 August 29, 2006	Registered	Village Pantry, LLC
34. V (stylized) 	76530547 July 27, 2003	2839973 May 11, 2004	Registered	Village Pantry, LLC
35. THE ELITE EVAPING EXPERIENCE	86361044 August 8, 2014	5003929 July 19, 2016	Registered	E Cig Licensing, LLC
36. ELITE ELECTRONIC	86146822 December 18, 2013	4930010 April 6, 2016	Registered	E Cig Licensing, LLC
37. E 	86146838 December 18, 2013	4906935 March 1, 2016	Registered	E Cig Licensing, LLC

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Grantor
38.	E ELECTRONICS 	86358506 August 6, 2014	4842363 October 27, 2015	Registered	E Cig Licensing, LLC
39.	E LIQUIDS 	86358486 August 6, 2014	4842362 October 27, 2015	Registered	E Cig Licensing, LLC
40.	E VAPORS 	86358509 August 6, 2014	4823567 September 29, 2015	Registered	E Cig Licensing, LLC
41.	SCOTCHMAN	76687138 February 27, 2008	3494476 September 2, 2008	Registered	GPM Southeast, LLC
42.	SCOTCHMAN STORES	76687140 February 27, 2008	3494478 September 2, 2008	Registered	GPM Southeast, LLC
43.	SCOTCHMAN YOUR GOOD NEIGHBOR STORE and design	76687139 February 27, 2008	3494477 September 2, 2008	Registered	GPM Southeast, LLC
44.	ARTIFULLY BREWED FA APPROVED	76693427 October 7, 2008	3738487 January 19, 2009	Registered	GPM Southeast, LLC
45.	BISTRO'S and design 	88260715 January 14, 2019	5957397 January 7, 2020	Registered	GPM Southeast, LLC
46.	CAROLINAPETRO	76714633 July 26, 2013	4594790 September 14, 2014	Registered	GPM Southeast, LLC
47.	CIGARETTE CITY	76440826 August 14, 2002	2995521 September 13, 2005	Registered	GPM Southeast, LLC
48.	CW'S COFFEE COMPANY	76686359 January 31, 2008	3805131 June 22, 2010	Registered	GPM Southeast, LLC
49.	EVERYDAY CAFÉ and design 	86901648 February 9, 2016	5048671 September 27, 2016	Registered	GPM Southeast LLC
50.	EVERYDAY CAFÉ and design	86901645 February 9, 2016	5048670 September 27, 2016	Registered	GPM Southeast LLC

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Grantor
				
51. E-Z MART and design 	76692764 September 11, 2008	3738485 January 19, 2010	Registered	GPM Southeast, LLC
52. E-Z MART and design 	76692665 September 9, 2008	3738484 January 19, 2010	Registered	GPM Southeast, LLC
53. E-Z MART	75392279 November 18, 1997	2199916 October 27, 1998	Registered	GPM Southeast, LLC
54. EZR 4 U	76692663 September 8, 2008	3730313 December 29, 2009	Registered	GPM Southeast, LLC
55. FA ELLEN COFFEE	76693345 October 3, 2008	3898298 January 4, 2011	Registered	GPM Southeast, LLC
56. FA ELLEN COFFEE and design 	76692763 September 11, 2008	3805137 June 22, 2010	Registered	GPM Southeast, LLC
57. QUICK & EASY EVERYDAY SHOP & CAFÉ and design 	76714497 July 3, 2013	4512986 April 15, 2014	Registered	GPM Southeast, LLC
58. APPLE MARKET and design 	87024513 October 7, 2008	5113701 January 19, 2010	Registered	GPM Apple, LLC