

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570657

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VP C-STORE FINANCE HOLDING, LLC		02/28/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	NEXT DOOR OPERATIONS, LLC
Street Address:	6814 HILLSDALE COURT
City:	INDIANAPOLIS
State/Country:	INDIANA
Postal Code:	46250
Entity Type:	Limited Liability Company: DELAWARE
Name:	VILLAGE PANTRY, LLC
Street Address:	8565 Magellan Parkway, Suite 400
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23227
Entity Type:	Limited Liability Company: INDIANA
Name:	WORSLEY OPERATING CORPORATION
Street Address:	10 SOUTH CARDINAL DRIVE
City:	WILMINGTON
State/Country:	NORTH CAROLINA
Postal Code:	28403
Entity Type:	Corporation: NORTH CAROLINA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1566493	NEXT DOOR FOOD STORE
Registration Number:	0855710	VILLAGE PANTRY
Registration Number:	1034956	VILLAGE PANTRY
Registration Number:	1162326	VILLAGE PANTRY
Registration Number:	1317347	VILLAGE PANTRY
Registration Number:	1604882	MUG-A-LUG
Registration Number:	1628597	THANK\$ A LOTTERY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2839973	VP.
Registration Number:	3096820	IF YOU NEED IT FAST, DON'T DRIVE PAST...
Registration Number:	3135581	VP VILLAGE PANTRY
Registration Number:	3632881	VARIETY IS EVERYTHING
Registration Number:	2995521	CIGARETTE CITY
Registration Number:	2974725	CAROLINA PETRO
Registration Number:	3805131	CW'S COFFEE COMPANY
Registration Number:	3494476	SCOTCHMAN
Registration Number:	3494477	SCOTCHMAN YOUR GOOD NEIGHBOR STORE
Registration Number:	3494478	SCOTCHMAN STORES

CORRESPONDENCE DATA

Fax Number:

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: 6122599700

Email: gtipmail@gtlaw.com

Correspondent Name: Draeke H. Weseman

Address Line 1: 90 South Seventh Street, Suite 3500

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Draeke H. Weseman
SIGNATURE:	/DHW/
DATE SIGNED:	04/06/2020

Total Attachments: 4

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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 28, 2020, is made by, **VP C-STORE FINANCE HOLDING, LLC**, a Delaware limited liability company (the "Lender"), in favor of **NEXT DOOR OPERATIONS, LLC**, a Delaware limited liability company, **VILLAGE PANTRY, LLC**, an Indiana corporation, and **WORSLEY OPERATING CORPORATION**, a North Carolina corporation (collectively, the "Grantors," and each individually, a "Grantor"). Unless otherwise defined herein, capitalized terms used in this Termination and Release shall have the meanings assigned to such terms in the Security Agreement (as defined below).

WHEREAS, the Grantors and the Lender entered into that certain Grant of Trademark Security Interest in Trademark Rights, dated as of December 11, 2008 (the "Trademark Grant"), recorded at Reel 3924, Frame 0482 in the Trademark Division of the United States Patent and Trademark Office (the "USPTO") on January 6, 2009;

WHEREAS, pursuant to (i) that certain Guaranty, dated as of December 11, 2008 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty"), in favor of the Lender, (ii) that certain Security Agreement, dated as December 11, 2008 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Lender, and (iii) the Trademark Grant, the Grantors pledged and granted to the Lender a security interest in certain Trademarks (as defined in the Trademark Grant), including but not limited to, the trademark registrations 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 Grantors secured by the Trademarks pursuant to the Guaranty, Security Agreement, and the Trademark Grant, 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 Lender's mortgages, liens, and security interests in all of the Grantors' 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 Grantors.

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.

[Remainder of page intentionally blank; signature page follows]

VP C-STORE FINANCE HOLDING, LLC,
as Lender

By: _____
Name: *John Nordin*
Title: *President*

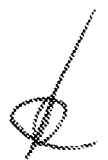
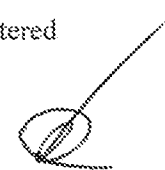


EXHIBIT A

U.S. Trademark Registrations

<u>Owner</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>
Next Door Operations, LLC	NEXT DOOR FOOD STORE	1566493	11/14/1989	Registered
Village Pantry, LLC	Village Pantry	0855710	08/27/1968	Registered
Village Pantry, LLC	Village Pantry	1034956	03/02/1976	Cancelled
Village Pantry, LLC	Village Pantry	1162326	07/21/1981	Registered
Village Pantry, LLC	Village Pantry	1317347	01/29/1985	Registered
Village Pantry, LLC	Mug-A-Lug	1604882	07/03/1990	Registered
Village Pantry, LLC	Thank\$ a Lottery	1628597	12/18/1990	Registered
Village Pantry, LLC	VP [Design]	2839973	05/11/2004	Registered
Village Pantry, LLC	If you need it Fast, Don't Drive Past . . . Village Pantry	3096820	05/23/2006	Cancelled
Village Pantry, LLC	VP [Design]	3135581	08/29/2006	Registered
Village Pantry, LLC	Variety is Everything	3632881	06/02/2009	Cancelled
Worsley Operating Corporation	CIGARETTE CITY	2995521	09/13/2005	Registered
Worsley Operating Corporation	CAROLINA PETRO	2974725	07/19/2005	Cancelled
Worsley Operating Corporation	CW'S COFFEE COMPANY	3805131	06/22/2010	Registered
Worsley Operating Corporation	SCOTCHMAN	3494476	09/02/2008	Registered
Worsley Operating Corporation	SCOTCHMAN YOUR GOOD NEIGHBOR STORE	3494477	09/02/2008	Registered
Worsley Operating Corporation	SCOTCHMAN STORES	3494478	09/02/2008	Registered



State Trademark Registrations

Next Door Operations, LLC	BELLY BUSTER & Design	M43056 (Michigan)	03/19/1987	Cancelled
Next Door Operations, LLC	NEXT DOOR STORE	M02784 (Michigan)	07/08/1998	Registered
Next Door Operations, LLC	JAVA ISLAND (Stylized)	M04301 (Michigan)	05/14/2001	Cancelled
Next Door Operations, LLC	JAVA ISLAND (Stylized)	M04303 (Michigan)	05/14/2001	Registered
Worsley Operating Corporation	[Design]	11409 (North Carolina)	02/15/1995	Cancelled
Worsley Operating Corporation	YOUR NEIGHBORHO OD STORE	11410 (North Carolina)	02/15/1995	Cancelled

