

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580301

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	IP Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cumberland Farms, Inc.		06/05/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Security Agent		
Street Address:	1 Churchill Place		
Internal Address:	Level 10, Canary Wharf		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5HP		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	5822587	AUTOSPA	
Registration Number:	2886313	CUMBERLAND FARMS	
Registration Number:	1261294	CUMBERLAND FARMS	
Registration Number:	4786976	CUMBERLAND FARMS CHILL ZONE	
Registration Number:	5347947	CUMBERLAND FARMS DINER SIDE SNACKS	
Registration Number:	1285634	CUMBERLAND FARMS	
Registration Number:	4928428	CUMBERLAND FARMS	
Registration Number:	5812720	CUMBERLAND FARMS FARMHOUSE	
Registration Number:	4653970	CUMBERLAND FARMS FARMHOUSE	
Registration Number:	4207177	CUMBERLAND FARMS FARMHOUSE BAKERY	
Registration Number:	4443029	CUMBERLAND FARMS FARMHOUSE BAKERY ULTIMA	
Registration Number:	4214259	CUMBERLAND FARMS FARMHOUSE BLEND COFFEE	
Registration Number:	4517056	CUMBERLAND FARMS FARMHOUSE CREAMERY	
Registration Number:	3861510	CUMBERLAND FARMS	
Registration Number:	5625693	CUMBERLAND FARMS FARMHOUSE SELECT	
Registration Number:	5567303	CUMBERLAND FARMS HARVEST	
Registration Number:	5325880	CUMBERLAND FARMS HARVEST	
Registration Number:	5577002	CUMBERLAND FARMS HARVEST	

CH \$765.00 5822587

Property Type	Number	Word Mark
Registration Number:	4548938	CUMBERLAND FARMS SMARTPAY
Registration Number:	4580557	CUMBERLAND FARMS SMARTPAY
Registration Number:	4419658	CUMBERLAND FARMS SMARTPAY CHECK-LINK
Registration Number:	4788262	CUMBERLAND FARMS SPARKLING SNÔ
Registration Number:	5636098	CUMBERLAND FARMS SWEET TREAT CANDY
Registration Number:	2917724	CUMBY'S CHILL ZONE
Registration Number:	4356893	CUMBERLAND FARMS ULTIMATE SCOOP
Serial Number:	88742368	CUMBY'S
Registration Number:	4316592	CUMBERLAND FARMS ULTIMATE SCOOP
Registration Number:	5219386	HYPERFREEZE
Registration Number:	4704608	SMARTPAY CHECK-LINK BUSINESS
Registration Number:	3782242	

CORRESPONDENCE DATA

Fax Number: 2024083141
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: 2024083141
Email: jean.paterson@cscglobal.com
Correspondent Name: CSC
Address Line 1: 1090 Vermont Avenue, NW
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	314457
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	06/09/2020

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

June 5, 2020

WHEREAS, Cumberland Farms, Inc., a Delaware corporation, EG Retail (America), LLC, a Delaware limited liability company, Minit Mart LLC, a Delaware limited liability company, Mini Mart, Inc., a Wyoming corporation, and Quik Stop Markets, Inc., a California corporation (herein referred to as the "**Grantors**") each own, or in the case of licenses is a party to, the Intellectual Property Collateral (as defined below);

WHEREAS, reference is made to that certain Senior Facilities Agreement dated 6 February 6, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Senior Facilities Agreement**") and that certain Second Lien Facilities Agreement dated 6 April 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Second Lien Facilities Agreement**") by and among, inter alios, EG Group Limited, a private limited liability company incorporated under the laws of England and Wales, registered at Companies House with company number 09826582 and having its registered address at Euro House, Beehive Trading Park, Haslingden Road, Blackburn, Lancashire BB1 2EE, United Kingdom (the "**Parent**"), the financial institutions and lenders from time to time party thereto and the Agent;

WHEREAS, reference is also made to the Indenture dated as of May 13, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**May Indenture**") among, inter alios, EG Global Finance plc, a public limited liability company incorporated under the laws of England and Wales (the "**Issuer**"), the several entities guaranteeing the May Notes (defined below) on a senior secured basis (collectively, the "**Guarantors**"), the trustee in relation to the May Notes (defined below) and the Agent, pursuant to which the Issuer issued €300,000,000 aggregate principal amount of 3.625% Senior Secured Notes due 2024 (the "**May Euro Notes due 2024**"), €670,000,000 aggregate principal amount of 4.375% Senior Secured Notes due 2025 (the "**May Euro Notes due 2025**") and U.S.\$750,000,000 aggregate principal amount of 6.750% Senior Secured Notes due 2025 (the "**May Dollar Notes**" and, collectively with the May Euro Notes due 2024 and the May Euro Notes due 2025, the "**May Notes**") and the Purchase Agreement dated May 2, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), related to the May Notes, among the Issuer, the Guarantors and the initial purchasers named therein;

WHEREAS, reference is also made to the Indenture dated as of October 21, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**October Indenture**") among, inter alios, the Issuer, certain Guarantors, the trustee in relation to the October Notes (defined below) and the Agent, pursuant to which the Issuer issued €700,000,000 aggregate principal amount of 6.25% Senior Secured Notes due 2025 (the "**October Euro Notes**") and \$635,000,000 aggregate principal amount of 8.50% Senior Secured Notes due 2025 (the "**October Dollar Notes**" and, together with the October Euro Notes, the "**October Notes**" and the October Notes, together with the May Notes, the "**Notes**") and the Purchase Agreement dated October 11, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), related to the October Notes, among the Issuer, certain Guarantors and the initial purchasers named therein;

WHEREAS, reference is also made to the Intercreditor Agreement dated 6 February 2018 (as amended, restated, amended and supplemented or otherwise modified from time to time the "**Intercreditor Agreement**") among, inter alios, each Grantor party hereto, the Parent, the Secured Parties, the Agent; and

WHEREAS, pursuant to an Amended and Restated Pledge and Security Agreement dated as of June 5, 2020 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**") entered into between, among others, the Grantors and Barclays Bank PLC, as Agent (the "**Agent**", which expression shall include its successors, assigns and transferees), the Grantors have secured the Secured Obligations (as defined in the Security Agreement) by granting to the Agent as security agent for the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of the Grantors, including all right, title and interest of the Grantors in, to and under the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor grants to the Agent, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Intellectual Property Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Copyright or Trademark (as defined in the Security Agreement) owned by each Grantor, including, without limitation, each Copyright or Trademark referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by each Grantor against third parties for past, present or future unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of any Copyright or Trademark owned by each Grantor (including, without limitation, any Copyright or Trademark identified in Schedule 1 hereto) or for the goodwill associated with any of the foregoing.

The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Agent pursuant to the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. Each Grantor agrees that any suit for the enforcement of this Intellectual Property Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon such Grantor by mail at the address specified in the Security Agreement. Each Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

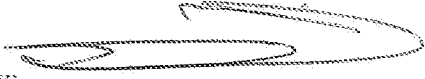
This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

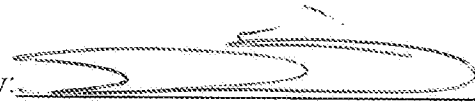
[Remainder of page left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized.


CUMBERLAND FARMS, INC.,
As Grantor

By: 
Name: Nick Unkovic
Title: Secretary and General Counsel US

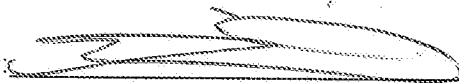
EG RETAIL (AMERICA), LLC,
As Grantor

By: 
Name: Nick Unkovic
Title: Secretary and General Counsel US


MINIT MART LLC,
As Grantor

By: 
Name: Nick Unkovic
Title: Secretary and General Counsel US

MINI MART, INC.,
As Grantor

By: 
Name: Nick Unkovic
Title: Secretary and General Counsel US

QUIK STOP MARKETS, INC.,
As Grantor

By: 
Name: Nick Unkovic
Title: Secretary and General Counsel US

Acknowledged:

BARCLAYS BANK PLC,
as the Agent

DocuSigned by:
Shane Dempsey
By: _____
1806118E0AE54DA...
Name: Shane Dempsey
Title: AVP

SCHEDULE 1**REGISTERED COPYRIGHTS**

<u>Copyright</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>
Quik Stop guide book - Copyright	Quik Stop Markets, Inc	TXu000750043	5/13/1996

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>
AUTOSPA & Design	Cumberland Farms, Inc.	5,822,587	7/30/2019
CUMBERLAND FARMS	Cumberland Farms, Inc.	2,886,313	9/21/2004
CUMBERLAND FARMS	Cumberland Farms, Inc.	1,261,294	12/13/1983
CUMBERLAND FARMS CHILL ZONE	Cumberland Farms, Inc.	4,786,976	8/4/2015
CUMBERLAND FARMS DINER SIDE SNACKS (Class 29 – potato based snack foods, vegetable based snack foods, onion rings Class 30 – corn based snack foods, cheese curls)	Cumberland Farms, Inc.	5,347,947	11/28/2017
CUMBERLAND FARMS & Tree Logo	Cumberland Farms, Inc.	1,285,634	7/10/1984
CUMBERLAND FARMS (Stylized)/COFFEE Logo & LEAF Design	Cumberland Farms, Inc.	4,928,428	3/29/2016
CUMBERLAND FARMS FARMHOUSE (Class 30 – pretzels, popcorn)	Cumberland Farms, Inc.	5,812,720	7/23/2019
CUMBERLAND FARMS FARMHOUSE (Class 29 – trail mix, potato chips Class 30 – chocolates, candy)	Cumberland Farms, Inc.	4,653,970	12/9/2014
CUMBERLAND FARMS FARMHOUSE BAKERY	Cumberland Farms, Inc.	4,207,177	9/11/2012
CUMBERLAND FARMS FARMHOUSE BAKERY	Cumberland Farms, Inc.	4,443,029	12/3/2013

Trademark	Owner	Registration No.	Registration Date
ULTIMATE WHOOPIE COOKIE			
CUMBERLAND FARMS FARMHOUSE BLEND COFFEE	Cumberland Farms, Inc.	4,214,259	9/25/2012
CUMBERLAND FARMS FARMHOUSE CREAMERY	Cumberland Farms, Inc.	4,517,056	4/22/2014
CUMBERLAND FARMS Logo	Cumberland Farms, Inc.	3,861,510	10/12/2010
CUMBERLAND FARMS FARMHOUSE SELECT	Cumberland Farms, Inc.	5,625,693	12/11/2018
CUMBERLAND FARMS HARVEST (Class 29 – fruit-based snack foods Class 30 – popcorn)	Cumberland Farms, Inc.	5,567,303	9/18/2018
CUMBERLAND FARMS HARVEST (Class 29 – Vegetable-based snack foods, veggie chips, veggie sticks)	Cumberland Farms, Inc.	5,325,880	10/31/2017
CUMBERLAND FARMS HARVEST (Class 29 – yogurt)	Cumberland Farms, Inc.	5,577,002	10/2/2018
CUMBERLAND FARMS SMARTPAY (Class 36 – debit card)	Cumberland Farms, Inc.	4,548,938	6/10/2014
CUMBERLAND FARMS SMARTPAY (Class 36 – mobile device)	Cumberland Farms, Inc.	4,580,557	8/5/2014
CUMBERLAND FARMS SMARTPAY CHECK-LINK	Cumberland Farms, Inc.	4,419,658	10/15/2013
CUMBERLAND FARMS SPARKLING SNÔ	Cumberland Farms, Inc.	4,788,262	8/11/2015
CUMBERLAND FARMS SWEET TREAT CANDY	Cumberland Farms, Inc.	5,636,098	12/25/2018
CUMBY'S CHILL ZONE	Cumberland Farms, Inc.	2,917,724	1/11/2005
CUMBERLAND FARMS ULTIMATE SCOOP & Design	Cumberland Farms, Inc.	4,356,893	6/25/2013

Trademark	Owner	Registration No.	Registration Date
CUMBERLAND FARMS ULTIMATE SCOOP	Cumberland Farms, Inc.	4,316,592	4/9/2013
HYPERFREEZE	Cumberland Farms, Inc.	5,219,386	6/6/2017
SMARTPAY CHECK- LINK BUSINESS	Cumberland Farms, Inc.	4,704,608	3/17/2015
TREE LOGO (Leaf device in Circle)	Cumberland Farms, Inc.	3,782,242	4/27/2010
LOAF'N JUG	Mini Mart, Inc.	3498146	9/9/2008
Loaf 'N Jug	Mini Mart, Inc.	19981230178	12/29/1998
Loaf 'N Jug	Mini Mart, Inc.	A125106-242479	8/11/2005
Loaf 'N Jug	Mini Mart, Inc.	10074607	8/11/2005
Loaf 'N Jug	Mini Mart, Inc.	TK99122401	12/5/2016
Loaf 'N Jug	Mini Mart, Inc.	21,377,800	8/12/2005
Loaf 'N Jug	Mini Mart, Inc.	2300615130	6/9/2017
Loaf 'N Jug	Mini Mart, Inc.	UB938079	8/22/2005
Loaf 'N Jug	Mini Mart, Inc.	2015-001751154	8/11/2005
MINIT CAFE and Design	MINIT MART LLC	88007767	2/19/2019
MINIT CAFE	MINIT MART LLC	88007633	2/19/2019
Quik Stop	Quik Stop Markets, Inc	00066013	10/21/2009
Quik Stop	Quik Stop Markets, Inc	SM-00340825	6/18/2002
Quik Stop #9083	Quik Stop Markets, Inc	2016 0001320	5/18/2016
QUIKSTOP & Color Design	Quik Stop Markets, Inc	CA - 00066009	10/21/2009
QUIKSTOP & Color Design	Quik Stop Markets, Inc	CA - 00066010	10/21/2009

Trademark	Owner	Registration No.	Registration Date
QUIKSTOP & Design	Quik Stop Markets, Inc	CA - 00066011	10/21/2009
QUIKSTOP & Design	Quik Stop Markets, Inc	CA - 00066012	10/21/2009
QUIKSTOP & Color Design	Quik Stop Markets, Inc.	E0650872009-3	12/15/2009
QUIKSTOP & Color Design	Quik Stop Markets, Inc	E0650892009-4	12/15/2009
QUIKSTOP & Design	Quik Stop Markets, Inc	E0650872009-2	12/15/2009
QUIKSTOP & Design	Quik Stop Markets, Inc	E0650912009-8	12/15/2009
Quik Stop guide book - Copyright	Quik Stop Markets, Inc	TXu000750043	5/13/1996

TRADEMARK APPLICATIONS

Trademark	Owner	Serial No.	Filing Date
CUMBY'S	Cumberland Farms, Inc.	Pending 8874368	12/30/2019
DIAMOND BREW COFFEE	EG Retail (America), LLC	88/402,062	Published 12/10/2019
EG AMERICA and Design	EG Retail (America), LLC	88519684	7/17/2019
HELLO SUMMER, HELLO BEER	EG Retail (America), LLC	88/549,929	Notice of Publication issued 10/30/2019