

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602025

| | | | |
|---|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| GPM Southeast, LLC | | 10/07/2020 | Limited Liability Company: DELAWARE |
| GPM Empire, LLC | | 10/07/2020 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | PNC Bank, National Association | | |
| Street Address: | 500 First Avenue | | |
| Internal Address: | Commercial Loan Service Center/DCC | | |
| City: | Pittsburgh | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 15219 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 74323675 | BEVERAGE CITY | |
| Registration Number: | 5115170 | F FAST FUELS | |
| Registration Number: | 5198882 | FASTMARKET | |
| Registration Number: | 5198881 | F FASTMARKET | |
| Registration Number: | 2696136 | SOLO | |
| Registration Number: | 4002376 | HT | |
| Serial Number: | 85004961 | HI-TECH | |
| Registration Number: | 3732119 | EMPIRE'S FAST FUELS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2158325619 | | |
| <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: | 2155695619 | | |
| Email: | pecsenye@blankrome.com | | |
| Correspondent Name: | Timothy D. Pecsénye (074658-01851 ND) | | |
| Address Line 1: | One Logan Square | | |

OP \$215.00 74323675

Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 074658-01851

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 10/09/2020

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “Agreement”) made as of this 7th day of October, 2020 by **GPM SOUTHEAST, LLC**, a Delaware limited liability company (“Southeast”) and **GPM EMPIRE, LLC**, a Delaware limited liability company (“Empire,” and together with Southeast, collectively, “Grantor”), in favor of **PNC BANK, NATIONAL ASSOCIATION** (“PNC”), in its capacity as agent (“Agent”) for the Lenders.

W I T N E S S E T H

WHEREAS, Grantor, **GPM INVESTMENTS, LLC**, a Delaware limited liability company, **GPM1, LLC**, a Delaware limited liability company, **GPM2, LLC**, a Delaware limited liability company, **GPM3, LLC**, a Delaware limited liability company, **GPM4, LLC**, a Delaware limited liability company, **GPM5, LLC**, a Delaware limited liability company, **GPM6, LLC**, a Delaware limited liability company, **GPM8, LLC**, a Delaware limited liability company, **GPM9, LLC**, a Delaware limited liability company, **E CIG LICENSING, LLC**, a Delaware limited liability company, **GPM MIDWEST, LLC**, a Delaware limited liability company, **GPM MIDWEST 18, LLC**, a Delaware limited liability company, **GPM APPLE, LLC**, a Delaware limited liability company, **FLORIDA CONVENIENCE STORES, LLC**, a Delaware limited liability (collectively, the “GPMI Borrowers”), **GPM WOC HOLDCO, LLC**, a Delaware limited liability company, **WOC SOUTHEAST HOLDING CORP.**, a Delaware corporation, **VILLAGE PANTRIES MERGER SUB, LLC**, a Delaware limited liability company, **VILLAGE PANTRY SPECIALTY HOLDING, LLC**, a Delaware limited liability company, **MARSH VILLAGE PANTRIES, LLC**, an Indiana limited liability company, **VILLAGE PANTRY, LLC**, an Indiana limited liability company, **MUNDY REALTY, LLC**, an Indiana limited liability company, **VIVA PANTRY & PETRO OPERATIONS, LLC**, a Delaware limited liability company, **VILLAGE VARIETY STORE OPERATIONS, LLC**, a Delaware limited liability company, **NEXT DOOR GROUP, LLC**, a Delaware limited liability company, **PANTRY PROPERTY, LLC**, an Indiana limited liability company, **NEXT DOOR RE PROPERTY, LLC**, a Delaware limited liability company, **NEXT DOOR OPERATIONS, LLC**, a Delaware limited liability company, **COLONIAL PANTRY HOLDINGS, LLC**, a Delaware limited liability company, **ADMIRAL PETROLEUM COMPANY**, a Michigan corporation, **ADMIRAL PETROLEUM II, LLC**, a Delaware limited liability company, **ADMIRAL REAL ESTATE I, LLC**, a Delaware limited liability company, **MOUNTAIN EMPIRE OIL COMPANY**, a Tennessee corporation, **GPM RE, LLC**, a Delaware limited liability company and **GPM GAS MART REALTY CO, LLC**, a Delaware limited liability company (collectively with each Person joined to the Loan Agreement (defined below) as a borrower from time to time, the “Borrowers,” and each a “Borrower”) have entered into that certain Third Amended, Restated and Consolidated Revolving Credit and Security Agreement dated as of February 28, 2020 (as amended, restated, amended and restated supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among the Borrowers, the various financial institutions named therein or which hereafter become a party thereto as lenders (collectively, the “Lenders” and each individually a “Lender”) and PNC, in its capacity as agent for Lenders (in such capacity, “Agent”) and in its capacity as a Lender;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers to Agent and Lenders under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized herein but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement, of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter 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 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.

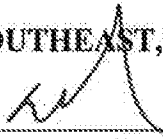
3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks listed on Schedule I attached hereto constitute all trademarks owned and registered, or subject to a pending application for registration, to Grantor as of the date of this Agreement.

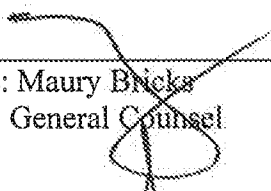
4. Covenants. Except as otherwise permitted under the Loan Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interests in the Trademarks without prior written consent of Agent.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

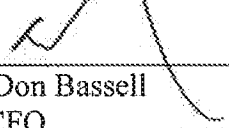
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GPM SOUTHEAST, LLC

By: 
Name: Don Bassell
Title: CFO

By: 
Name: Maury Bricks
Title: General Counsel

GPM EMPIRE, LLC

By: 
Name: Don Bassell
Title: CFO

By: 
Name: Maury Bricks
Title: General Counsel

Acknowledged and accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GPM SOUTHEAST, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

GPM EMPIRE, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Acknowledged and accepted:

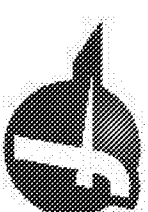
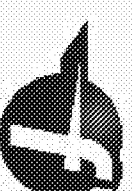
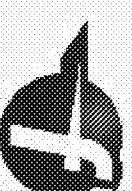
PNC BANK, NATIONAL ASSOCIATION,
as Agent

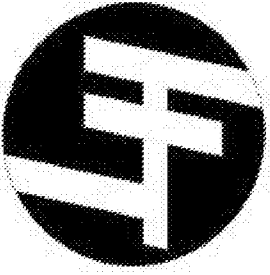
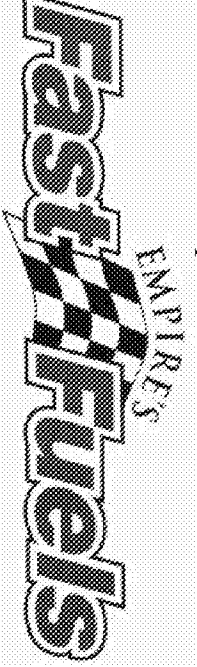
By:  _____
Name: James P. Sierakowski
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE 1

TRADEMARK REGISTRATIONS

| US Registration Number | Serial Number | Registration Date | Trademark Holder | Trademark |
|------------------------|---------------|-------------------|--------------------|--|
| 1,787,210 | 74323675 | August 10, 1993 | GPM Southeast, LLC | Beverage City |
| 5115170 | 86579368 | January 3, 2017 | GPM Southeast, LLC | f fast fuels & stylized design  |
| | | | | |
| 5198882 | 87169389 | May 9, 2017 | GPM Southeast, LLC | FASTMARKET |
| | 87169341 | May 9, 2017 | | f fast market & stylized design  |
| 5198881 | | | GPM Southeast, LLC |  |
| | | | | |
| 2,696,136 | 75886282 | March 11, 2003 | GPM Empire, LLC | SOLO |
| 4002376 | 85202544 | July 26, 2011 | GPM Empire, LLC | HT |

| | | | | |
|-----------|----------|----------------------|--------------------|---|
| | | | |  |
| 4,002,376 | 85004961 | November 9, 2010 | GPM Empire, LLC | HI-TECH |
| 3732119 | 77433013 | December 29, 2009 | GPM Southeast, LLC |  Empire's Fast Fuels |

POWER OF ATTORNEY

Dated October 7, 2020

GPM SOUTHEAST, LLC, a Delaware limited liability company (“Southeast”) and **GPM EMPIRE, LLC**, a Delaware limited liability company (“Empire,” and together with Southeast, collectively, the “Grantor”), hereby authorize **PNC BANK, NATIONAL ASSOCIATION**, its successors and assigns, and any officer or agent thereof (collectively, “PNC”), as agent for the Lenders (in such capacity, “Agent”) under that certain Third Amended, Restated and Consolidated Revolving Credit and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the “Lenders”) and Grantor, **GPM INVESTMENTS, LLC**, a Delaware limited liability company, **GPM1, LLC**, a Delaware limited liability company, **GPM2, LLC**, a Delaware limited liability company, **GPM3, LLC**, a Delaware limited liability company, **GPM4, LLC**, a Delaware limited liability company, **GPM5, LLC**, a Delaware limited liability company, **GPM6, LLC**, a Delaware limited liability company, **GPM8, LLC**, a Delaware limited liability company, **GPM9, LLC**, a Delaware limited liability company, **E CIG LICENSING, LLC**, a Delaware limited liability company, **GPM MIDWEST, LLC**, a Delaware limited liability company, **GPM MIDWEST 18, LLC**, a Delaware limited liability company, **GPM APPLE, LLC**, a Delaware limited liability company, **FLORIDA CONVENIENCE STORES, LLC**, a Delaware limited liability (collectively, the “GPMI Borrowers”), **GPM WOC HOLDCO, LLC**, a Delaware limited liability company, **WOC SOUTHEAST HOLDING CORP.**, a Delaware corporation, **VILLAGE PANTRIES MERGER SUB, LLC**, a Delaware limited liability company, **VILLAGE PANTRY SPECIALTY HOLDING, LLC**, a Delaware limited liability company, **MARSH VILLAGE PANTRIES, LLC**, an Indiana limited liability company, **VILLAGE PANTRY, LLC**, an Indiana limited liability company, **MUNDY REALTY, LLC**, an Indiana limited liability company, **VIVA PANTRY & PETRO OPERATIONS, LLC**, a Delaware limited liability company, **VILLAGE VARIETY STORE OPERATIONS, LLC**, a Delaware limited liability company, **NEXT DOOR GROUP, LLC**, a Delaware limited liability company, **PANTRY PROPERTY, LLC**, an Indiana limited liability company, **NEXT DOOR RE PROPERTY, LLC**, a Delaware limited liability company, **NEXT DOOR OPERATIONS, LLC**, a Delaware limited liability company, **COLONIAL PANTRY HOLDINGS, LLC**, a Delaware limited liability company, **ADMIRAL PETROLEUM COMPANY**, a Michigan corporation, **ADMIRAL PETROLEUM II, LLC**, a Delaware limited liability company, **ADMIRAL REAL ESTATE I, LLC**, a Delaware limited liability company, **MOUNTAIN EMPIRE OIL COMPANY**, a Tennessee corporation, **GPM RE, LLC**, a Delaware limited liability company and **GPM GAS MART REALTY CO, LLC**, a Delaware limited liability company (collectively with each Person joined to the Loan Agreement (defined below) as a borrower from time to time, the “Borrowers,” and each a “Borrower”) dated as of February 28, 2020 (as amended, restated, amended and restated supplemented or otherwise modified from time to time, the “Loan Agreement”), following the occurrence and during the continuance of an Event of Default as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark Security Agreement between Grantor and Agent dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the “Trademark Security Agreement”), including, without limitation, the power to (a) record its interest in any Trademarks (as defined in the

Trademark Security Agreement) or additional trademarks in the United States Patent and Trademark Office or other appropriate governmental office, (b) to execute on behalf of Grantor a supplement to the Trademark Security Agreement, (c) to use the Trademarks in connection with exercising its rights and remedies under the Loan Agreement, including without limitation in connection with the sale of Inventory or Collateral, (d) to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or (e) to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else, in each case subject to the terms of the Trademark Security Agreement and Loan Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

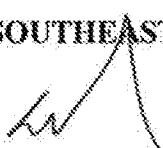
Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark Security Agreement, the Loan Agreement and the Other Documents.

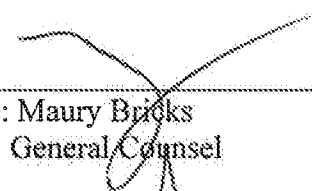
This Power of Attorney shall be irrevocable until all Obligations have been fully paid and satisfied in full in cash, each Lender's commitment to make Advances under the Loan Agreement has expired or terminated and the Loan Agreement has been terminated.

[signature page follows]

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

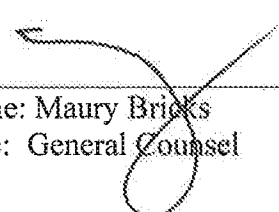
GPM SOUTHEAST, LLC

By: 
Name: Don Bassell
Title: CFO

By: 
Name: Maury Bricks
Title: General Counsel

GPM EMPIRE, LLC

By: 
Name: Don Bassell
Title: CFO


By: 
Name: Maury Bricks
Title: General Counsel

[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK AND PATENT SECURITY AGREEMENT]

COMPANY ACKNOWLEDGMENT

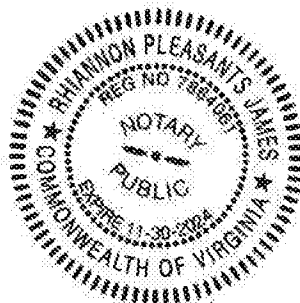
UNITED STATES OF AMERICA :
STATE OF *Virginia* : SS
COUNTY OF *Henrico* :

On this 7th of October, 2020, before me personally appeared Don Bassell and Maury Bricks, to me known and being duly sworn, deposes and each says that he is authorized to sign on behalf of GPM Southeast, LLC, a Delaware limited liability company and GPM Empire, LLC, a Delaware limited liability company, that he signed the Power of Attorney pursuant to the authority vested in him by law; that the within Power of Attorney is the voluntary act of such company; and he desires the same to be recorded as such.



Notary Public

My Commission Expires
November 30, 2024



[NOTARY PAGE TO POWER OF ATTORNEY]