

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601904

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMPIRE PETROLEUM PARTNERS, LLC		10/06/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GPM SOUTHEAST, LLC		
Street Address:	8565 MAGELLAN PARKWAY, SUITE 400		
City:	RICHMOND		
State/Country:	VIRGINIA		
Postal Code:	23227		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5115170	F FAST FUELS	
Registration Number:	5198882	FASTMARKET	
Registration Number:	5198881	F FASTMARKET	
Registration Number:	3732119	EMPIRE'S FAST FUELS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6122599722		
Email:	wesemand@gtlaw.com		
Correspondent Name:	Draeke Weseman		
Address Line 1:	90 South Seventh Street, Suite 3500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	140344.011500		
NAME OF SUBMITTER:	Draeke H. Weseman		
SIGNATURE:	/DHW/		
DATE SIGNED:	10/08/2020		

CH \$115.00 5115170

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment"), dated as of October 6, 2020 is made by Empire Petroleum Partners, LLC, a Delaware limited liability company and QUIK-WAY RETAIL ASSOCIATES II, LTD., a Texas limited partnership (collectively, "Seller") in favor of GPM Southeast, LLC, a Delaware limited liability company ("Buyer").

WHEREAS, the Buyer and Seller, among other parties, are parties to that certain Asset Purchase Agreement dated as of December 17, 2019 (as amended, the "Asset Purchase Agreement"); and

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and therefore desires to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations set forth on Schedule 1 attached hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any

affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

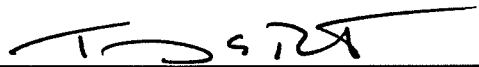
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law; Consent to Jurisdiction and Venue. This Trademark Assignment and all claims and causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Trademark Assignment, shall be governed by, and construed in accordance with, the laws of the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those of the State of Delaware. To the fullest extent permitted by applicable Law, each of the parties (a) consents to submit itself to the exclusive personal jurisdiction of the Court of Chancery of the State of Delaware, or, if that court does not have jurisdiction, a federal court sitting in Wilmington, Delaware in any action, suit or proceeding directly or indirectly arising out of, under, in connection with or relating to this Trademark Assignment, (b) agrees that all claims in respect thereof shall be heard and determined in any such court, (c) agrees that it shall not attempt to deny or defeat such personal or subject matter jurisdiction by motion or other request for leave from any such court and (d) agrees not to bring any action or proceeding arising out of or relating to this Trademark Assignment or any of the transactions contemplated by this Trademark Assignment in any other court. Each of the parties waives any defense of improper venue inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto. Any party hereto may make service on another party by sending or delivering a copy of the process to the party to be served at the address and in the manner provided for the giving of notices in Section 14.14 of the Asset Purchase Agreement. Nothing in this Section 6, however, shall affect the right of any party to serve legal process in any other manner permitted by Law.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Buyer and Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

EMPIRE PETROLEUM PARTNERS, LLC

By: 

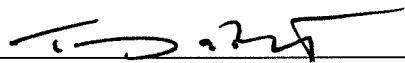
Name: Travis E. Booth

Title: Secretary

QUIK-WAY RETAIL ASSOCIATES II, LTD.

By: Quik-Way GP, LLC

Its: General Partner

By: 

Name: Travis E. Booth


Title: Secretary

[signatures continue on following page]

[signature page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007087 FRAME: 0265

GPM SOUTHEAST, LLC

By:  _____

Name: Arie Kotler

Title: CEO

By:  _____

Name: Eyal Nuchamovitz

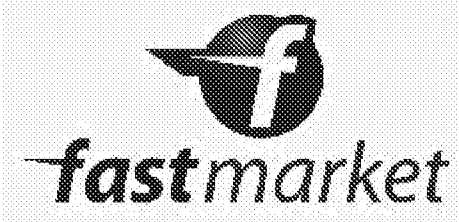
Title: EVP

[signature page to Trademark Assignment Agreement]

SCHEDULE 1

Assigned Trademarks

Registered Trademarks

US Registration Number	Serial Number	Trademark Holder	Trademark
1,787,210	74323675	QUIK-WAY RETAIL ASSOCIATES II, LT	Beverage City
5115170	86,579,368	Empire Petroleum Partners, LLC	f fast fuels & stylized design 
5198882	87169389	Empire Petroleum Partners, LLC	FASTMARKET
5198881	87,169,341	Empire Petroleum Partners, LLC	f fast market & stylized design 
3732119	77433013	Empire Petroleum Partners, LLC	Empire's Fast Fuels 