

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614098

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment No. 3 to Amended and Restated Trademark Collateral Assignment and Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TA OPERATING LLC		12/14/2020	Limited Liability Company: DELAWARE
QSL OPERATING LLC		12/14/2020	Limited Liability Company: MARYLAND

RECEIVING PARTY DATA

Name:	Wells Fargo Capital Finance, LLC, as Agent
Street Address:	10 South Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	5907537	QUAKER STEAK & LUBE REVVED-UP REWARDS
Registration Number:	4513962	P RESERVE-IT!
Registration Number:	4401690	RESERVE-IT
Registration Number:	4666869	CITIZEN DRIVER
Registration Number:	4600324	WORLD BLENDS COFFEE COMPANY FRESH COFFEE
Registration Number:	4600325	WORLD BLENDS COFFEE COMPANY
Registration Number:	4633358	DOLLAR BILL'S
Registration Number:	4633359	DOLLAR BILL'S
Registration Number:	4558407	VOTED BEST DRIVER SURVEY
Registration Number:	4423148	TULE TREE LEGENDARY BURRITOS
Registration Number:	5953430	TECHONSITE
Registration Number:	5833702	SINCE 1975 IRON SKILLET RESTAURANT
Registration Number:	5820634	QUAKER STEAK & LUBE
Registration Number:	5252352	CAPTAIN COOL
Registration Number:	5372620	COOL CUP
Registration Number:	5320347	CAPTAIN COOL

OP \$965.00 5907537

Property Type	Number	Word Mark
Registration Number:	5320348	COOL CUP
Registration Number:	5192623	MORE: BAYS. EXPERTISE. SOLUTIONS.
Registration Number:	4987024	ROAD SQUAD ONSITE
Registration Number:	4987023	ROAD SQUAD ONSITE
Registration Number:	5261631	CAPTAIN COOL
Registration Number:	5276909	COOL CUP
Registration Number:	5296895	COOL CUP
Registration Number:	5276910	CAPTAIN COOL
Registration Number:	4667679	FRESHEST ROAST ON THE ROAD
Registration Number:	4358159	TULE TREE LEGENDARY BURRITOS
Registration Number:	4358149	TULE TREE LEGENDARY BURRITOS
Registration Number:	4344138	OPEN ROAD DISTRIBUTING
Registration Number:	4344131	OPEN ROAD D I S T R I B U T I N G
Registration Number:	4314886	ROAD SQUAD CONNECT
Registration Number:	4262562	ROAD SQUAD CONNECT
Registration Number:	5057518	ESHOP
Registration Number:	5893495	TECHON-SITE
Registration Number:	4533228	LITTLE STORE
Registration Number:	4533229	LITTLE STORE REFUEL YOUR DAY
Registration Number:	2182265	LITTLE STORE YOUR BIG TIME SAVER!
Registration Number:	4991594	REFUEL. REPLENISH. REFRESH.
Registration Number:	1966593	BETO JUNCTION

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: jade.tanks@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Jessica Hildebrandt

SIGNATURE: /Jessica Hildebrandt/

DATE SIGNED: 12/14/2020

Total Attachments: 12

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AMENDMENT NO. 3
TO
AMENDED AND RESTATED
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

AMENDMENT NO. 3 TO AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT made this 14th day of December, 2020 (this "Amendment"), by and among TA OPERATING LLC, a Delaware limited liability company ("Existing Debtor"), QSL OPERATING LLC, a Maryland limited liability company ("New Debtor") and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, in its capacity as agent ("Agent"), pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the financial institutions which are parties thereto as lenders (each individually, a "Lender" and collectively, "Lenders") and as otherwise provided therein. Existing Debtor, together with New Debtor, shall hereinafter be referred to individually as a "Debtor" and collectively as "Debtors".

W I T N E S S E T H:

WHEREAS, Agent, Lenders, TravelCenters of America Inc., a Maryland corporation which was formerly a Delaware limited liability company known as TravelCenters of America LLC ("TravelCenters") and Existing Debtor (together with TravelCenters, individually each an "Existing Borrower" and collectively, "Existing Borrowers") have entered into financing arrangements pursuant to which Agent and Lenders may make loans and advances and provide other financial accommodations to Existing Borrowers as set forth in the Amended and Restated Loan and Security Agreement, dated October 25, 2011, by and among Agent, Lenders, Existing Borrowers, and certain affiliates of Existing Borrowers (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Amendment (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements");

WHEREAS, to secure the payment and performance of the Obligations, Existing Debtor executed and delivered to Agent the Amended and Restated Trademark Collateral Assignment and Security Agreement, dated October 25, 2011, as amended by Amendment No. 1 to Amended and Restated Trademark Collateral Assignment and Security Agreement, dated February 26, 2014 and Amendment No. 2 to Amended and Restated Trademark Collateral Assignment and Security Agreement, dated June 24, 2016 (as amended, the "Trademark Security Agreement"), pursuant to which Existing Debtor and Girkin Development, LLC, a Kentucky limited liability company (which was subsequently merged into Existing Debtor), granted to Agent a security interest in and to the Collateral (as defined in the Trademark Security Agreement);

WHEREAS, in accordance with the provisions of the Trademark Security Agreement and the other Financing Agreements, each Debtor has agreed to enter into this Amendment;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Debtor hereby agrees as follows:

1. Grant of Security Interest; Collateral Assignment

(a) To secure payment and performance of all Obligations, each Debtor hereby grants to Agent, for itself and the benefit of Secured Parties, a continuing security interest in, a lien upon, and a right of set off against, and hereby collaterally assigns to Agent, for itself and the benefit of Secured Parties, as security, all of the following personal property, and interests in personal property, of such Debtor, whether now owned or hereafter acquired or existing, and wherever located (collectively, but excluding the items contained in Section 1(b) hereof, the "Debtor Collateral"): (i) all of such Debtor's now existing or hereafter acquired right, title, and interest in and to: (A) all of such Debtor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademark registrations and trademark applications described in Third Supplement to Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to such Debtor's use of any trademarks, trade names, trade styles and service marks, all terms and designs related thereto, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Debtor Trademarks"); and (B) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (ii) the goodwill of the business symbolized by each of the Debtor Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Debtor Trademarks; (iii) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Debtor Trademarks; (iv) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (v) the right to sue for past, present and future infringements thereof; (vi) all rights corresponding thereto throughout the world; and (vii) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by such Debtor against third parties for past or future infringement of the Debtor Trademarks.

(b) Notwithstanding anything to the contrary contained in Section 1(a) hereof, the types or items of Debtor Collateral shall not include (i) any Excluded Assets, (ii) any rights or interest in any contract, lease, permit, license, charter or license agreement covering real or personal property of any Debtor, as such, if under the items of such contract, lease, permit, license, charter or license agreement, or applicable law with respect thereto, the valid grant of a security interest or lien therein to Agent is prohibited and such prohibition has not been or is not waived or the consent of the other party to such contract, lease, permit, license, charter or license agreement has not been or is not otherwise obtained; provided, that, the foregoing exclusion shall in no way be construed (A) to apply if any such prohibition is unenforceable under the UCC or other applicable law or (B) so as to limit, impair or otherwise affect Agent's unconditional continuing security interests in and liens upon any rights or interests of any Debtor in or to monies due or to become due under such contract, lease, permit, license, charter or license

agreement (including any Receivables), or (iii) any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability, or result in the abandonment, voiding or cancellation, of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. § 1051 (c) or (d) (or any successor provisions), such intent-to-use trademark application shall be considered Debtor Collateral hereunder.

2. Amendments to Definitions; Exhibits.

(a) The following definitions in the Trademark Security Agreement are hereby amended as follows:

(i) The definition of Debtor and Debtors is hereby amended to include, in addition and not by way of limitation, New Debtor, and its successors and assigns.

(ii) The definition of Trademarks is hereby amended to include, in addition and not by way of limitation, the Debtor Trademarks.

(iii) The definition of Collateral is hereby amended to include, in addition and not by way of limitation, the Debtor Collateral.

(iv) Exhibit A to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the information set forth on the Third Supplement to such Exhibit attached hereto.

(b) For purposes of this Amendment, unless otherwise defined herein, all capitalized terms used herein which are defined in the Loan Agreement shall have the meaning given to such terms in the Loan Agreement.

3. Acknowledgment. Each Debtor hereby expressly (a) agrees to perform, comply with and be bound by all terms, conditions and covenants of the Trademark Security Agreement, with the same force and effect as if such Debtor had originally executed and been an original Debtor signatory to the Trademark Security Agreement, (b) is deemed to make as to itself, and is in all respects bound by, all representations and warranties made by Debtors to Agent and Lenders set forth in the Trademark Security Agreement, and (c) agrees that Agent, for itself and the benefit of Secured Parties, shall have all rights, remedies and interests, including security interests in and liens upon the Collateral granted to Agent pursuant to Section 1 hereof, under and pursuant to the Trademark Security Agreement, with respect to such Debtor and its properties and assets with the same force and effect as Agent, for itself and the benefit of Secured Parties, has with respect to such Debtor and its assets and properties, as if such Debtor had originally executed and had been an original Debtor signatory to the Trademark Security Agreement.

4. Further Assurances. Debtors shall execute and deliver such additional documents and take such additional actions as may be reasonably requested by Agent to effectuate the provisions and purposes of this Amendment.

5. Governing Law. The rights and obligations hereunder of each of the parties hereto shall be governed by and interpreted and determined in accordance with the internal laws of the State of New York (without giving effect to principles of conflict of laws).

6. Binding Effect. This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

7. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, as amended by the Joinder Agreement, the term or provision of the Loan Agreement, as amended by the Joinder Agreement, shall control.

8. Counterparts. This Amendment may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Amendment. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of this Amendment will be as effective as delivery of a manually executed counterpart of this Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Debtor and Agent have executed this Amendment as of the day and year first above written.

TA OPERATING LLC

By: Peter J. Crage

Name: Peter J. Crage

Title: Executive Vice President, Chief Financial Officer, Treasurer and Assistant Secretary

QST OPERATING LLC

By: Peter J. Crage

Name: Peter J. Crage

Title: Executive Vice President, Chief Financial Officer, Treasurer and Assistant Secretary

IN WITNESS WHEREOF, each Debtor and Agent have executed this Amendment as of the day and year first above written.

TA OPERATING LLC

By: _____
Name:
Title:

QSL OPERATING LLC

By: _____
Name:
Title:




WELLS FARGO CAPITAL FINANCE, LLC,
as Agent

By: *Peter Possemato*
Name: *Peter Possemato*
Title: *Director*





THIRD SUPPLEMENT TO EXHIBIT A
TO
AMENDED AND RESTATED
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT




The following additional information is hereby added to Exhibit A to Amended and Restated Trademark Collateral Assignment and Security Agreement:

Trademark Registrations and Trademark Applications

Debtor	Mark	Application Number	Registration Number
QSL OPERATING LLC	 QUAKER STEAK & LUBE REVVED-UP REWARDS	App 88383468	Reg 5907537
TA OPERATING LLC	 Reserve-It! P RESERVE-IT!	App 86034749	Reg 4513962
TA OPERATING LLC	RESERVE-IT RESERVE-IT	App 85754835	Reg 4401690
TA OPERATING LLC	CITIZEN DRIVER CITIZEN DRIVER	App 86288691	Reg 4666869
TA OPERATING LLC	 WORLD BLENDS COFFEE COMPANY FRESH COFFEE BEANS	App 86135734	Reg 4600324
TA OPERATING LLC	WORLD BLENDS COFFEE COMPANY WORLD BLENDS COFFEE COMPANY	App 86135736	Reg 4600325

Debtor	Mark	Application Number	Registration Number
TA OPERATING LLC	 DOLLAR BILL'S	App 85951839	Reg 4633358
TA OPERATING LLC	DOLLAR BILL'S DOLLAR BILL'S	App 85951855	Reg 4633359
TA OPERATING LLC	 VOTED BEST DRIVER SURVEY	App 85896091	Reg 4558407
TA OPERATING LLC	 TULE TREE LEGENDARY BURRITOS	App 85821340	Reg 4423148
TA OPERATING LLC	 TECHON SITE	App 88354857	Reg 5953430
TA OPERATING LLC	 IRONSKILLET RESTAURANT SINCE 1975	App 88272577	Reg 5833702
TA OPERATING LLC	 QUAKER STEAK & LUBE	App 88261828	Reg 5820634
TA OPERATING LLC	 CAPTAIN COOL	App 87109928	Reg 5252352
TA OPERATING LLC	 COOL CUP	App 87109943	Reg 5372620

Debtor	Mark	Application Number	Registration Number
TA OPERATING LLC	 CAPTAIN COOL	App 87109979	Reg 5320347
TA OPERATING LLC	 COOL CUP	App 87110000	Reg 5320348
TA OPERATING LLC	<small>MORE BAYS EXPERTISE SOLUTIONS</small> MORE: BAYS. EXPERTISE. SOLUTIONS.	App 86944217	Reg 5192623
TA OPERATING LLC	<small>ROAD SQUAD ONSITE</small> ROAD SQUAD ONSITE	App 86777656	Reg 4987024
TA OPERATING LLC	 ROAD SQUAD ONSITE	App 86777655	Reg 4987023
TA OPERATING LLC	CAPTAIN COOL CAPTAIN COOL	App 86683602	Reg 5261631
TA OPERATING LLC	COOL CUP COOL CUP	App 86683604	Reg 5276909
TA OPERATING LLC	COOL CUP COOL CUP	App 86683600	Reg 5296895
TA OPERATING LLC	CAPTAIN COOL CAPTAIN COOL	App 86683608	Reg 5276910
TA OPERATING LLC	<small>FRESHEST ROAST ON THE ROAD</small> FRESHEST ROAST ON THE ROAD	App 86327925	Reg 4667679
TA OPERATING LLC	 TULE TREE LEGENDARY BURRITOS	App 85821343	Reg 4358159

Debtor	Mark	Application Number	Registration Number
TA OPERATING LLC	TULE TREE LEGENDARY BURRITOS TULE TREE LEGENDARY BURRITOS	App 85815726	Reg 4358149
TA OPERATING LLC	<small>OPEN ROAD DISTRIBUTING</small> OPEN ROAD DISTRIBUTING	App 85669972	Reg 4344138
TA OPERATING LLC	 OPEN ROAD DISTRIBUTING	App 85667908	Reg 4344131
TA OPERATING LLC	 ROAD SQUAD CONNECT	App 85662972	Reg 4314886
TA OPERATING LLC	<small>ROAD SQUAD CONNECT</small> ROAD SQUAD CONNECT	App 85535566	Reg 4262562
TA OPERATING LLC	eSHOP ESHOP	App 86760724	Reg 5057518
TA OPERATING LLC	TechOn-Site TECHON-SITE	App 88341632	Reg 5893495
TA OPERATING LLC	 LITTLE STORE	App 86081163	Reg 4533228
TA OPERATING LLC	<small>LITTLE STORE REFUEL YOUR DAY</small> LITTLE STORE REFUEL YOUR DAY	App 86081337	Reg 4533229
TA OPERATING LLC	LITTLE STORE YOUR BIG TIME SAVER!	App 75315378	Reg 2182265
TA OPERATING, LLC	<small>REFUEL. REPLENISH. REFRESH.</small> REFUEL. REPLENISH. REFRESH.	App 86699943	Reg 4991594
TA OPERATING, LLC	BETO JUNCTION	App 74641638	Reg 1966593