

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636602

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs Lending Partners LLC, as Agent		04/02/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BW Gas & Convenience Holdings, LLC		
Street Address:	138 Conant Street		
City:	Beverly		
State/Country:	MASSACHUSETTS		
Postal Code:	01915		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5566274	SAY YES TO CONVENIENCE	
Registration Number:	5566268	YES WAY	
Registration Number:	5460416		
Registration Number:	5418918	YES WAY	
Registration Number:	5167624	YESWAY	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	049646-0484		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	04/02/2021		

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Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of April 2, 2021 (the “Effective Date”), is made by GOLDMAN SACHS LENDING PARTNERS LLC, a Delaware limited liability company, as Administrative Agent for the Secured Parties (in such capacity, the “Agent”), in favor of BW GAS & CONVENIENCE HOLDINGS, LLC, a Delaware limited liability company (the “Grantor”). All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed to them in the Trademark Security Agreement (whether defined therein or by reference to another agreement).

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of November 18, 2019, by and among the Grantors, the Agent and certain other parties (as may have been amended, restated, supplemented, replaced or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), the Grantor executed and delivered a Trademark Security Agreement, dated as of November 18, 2019 (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office (“USPTO”) on November 18, 2019 at Reel/Frame 6797/0869;

WHEREAS, pursuant to the Guarantee and Collateral Agreement and the Trademark Security Agreement, the Grantor granted to the Agent for the benefit of the Secured Parties a security interest in (the “Security Interest”) the Trademark Collateral, including, without limitation, each registration and application identified in Schedule 1; and

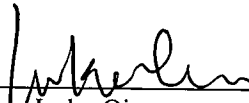
WHEREAS, the Agent and the Grantor acknowledge that the requirements for releasing the Security Interest in the Trademark Collateral have been met.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, hereby (i) terminates and cancels the Trademark Security Agreement, (ii) releases, discharges, terminates and cancels the Security Interest in the Trademark Collateral, and (iii) re-assigns to the Grantor any right, title or interest that the Agent may have in the Trademark Collateral, in each case without recourse to the Agent and without representation or warranty of any kind.

The Grantor, or any successor to the Grantor (including any person or entity hereafter having any right, title or interest in or to the Trademark Collateral), is hereby authorized to record this Release in the USPTO.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed and delivered by its duly authorized representative as of the Effective Date.





**GOLDMAN SACHS LENDING PARTNERS
LLC, as Administrative Agent**

By: 
Name: Luke Qiu
Title: Authorized Signatory

[Signature Page – Release of Security Interest in Trademarks]

Schedule 1

TRADEMARKS

Trademark	Application / Registration No.	Application / Registration Date	Applicant / Registered Owner	Status
REAL TASTE. REAL QUALITY. REAL VALUE	88454145	5/31/2019	BW Gas & Convenience Holdings, LLC	Pending ITU
YES WAY	87829585	3/12/2018	BW Gas & Convenience Holdings, LLC	Pending ITU
Design Only 	87812374	2/27/2018	BW Gas & Convenience Holdings, LLC	Pending ITU
Design Only 	87041594	5/18/2016	BW Gas & Convenience Holdings, LLC	Pending ITU
YESPAY	87041571	5/18/2016	BW Gas & Convenience Holdings, LLC	Pending ITU
SAY YES TO CONVENIENCE	87049518 / 5566274	5/25/2016 / 9/18/2018	BW Gas & Convenience Holdings, LLC	Registered
YES WAY 	87041585 / 5566268	5/18/2016 / 9/18/2018	BW Gas & Convenience Holdings, LLC	Registered
Design Only 	87390299 / 5460416	3/29/2017 / 5/1/2018	BW Gas & Convenience Holdings, LLC	Registered
YES WAY	87041583 / 5418918	5/18/2016 / 3/6/2018	BW Gas & Convenience Holdings, LLC	Registered
YESWAY	86842764 / 5167624	12/8/2015 / 3/21/2017	BW Gas & Convenience Holdings, LLC	Registered