

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM663960

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GPM INVESTMENTS, LLC		07/14/2021	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: 7			
Property Type	Number	Word Mark	
Serial Number:	90651794	FAS EATS	
Serial Number:	90651788	FAS DRINKS	
Serial Number:	90651791	FAS REWARDS	
Serial Number:	90651777	FAS DRINKS	
Serial Number:	90651775	FAS EATS	
Serial Number:	90651780	FAS BREWS	
Serial Number:	90651772	FAS SIPS	
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)		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-01851		

OP \$190.00 90651794

NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	08/01/2021
Total Attachments: 9 source=Trademark Security Agreement - Supplement - July 2021 (PNC-GPM)#page1.tif source=Trademark Security Agreement - Supplement - July 2021 (PNC-GPM)#page2.tif source=Trademark Security Agreement - Supplement - July 2021 (PNC-GPM)#page3.tif source=Trademark Security Agreement - Supplement - July 2021 (PNC-GPM)#page4.tif source=Trademark Security Agreement - Supplement - July 2021 (PNC-GPM)#page5.tif source=Trademark Security Agreement - Supplement - July 2021 (PNC-GPM)#page6.tif source=Trademark Security Agreement - Supplement - July 2021 (PNC-GPM)#page7.tif source=Trademark Security Agreement - Supplement - July 2021 (PNC-GPM)#page8.tif source=Trademark Security Agreement - Supplement - July 2021 (PNC-GPM)#page9.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “Agreement”) made as of this 14th day of July, 2021 by **GPM INVESTMENTS, LLC**, a Delaware limited liability company (“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 SOUTHEAST, LLC**, a Delaware limited liability company, **GPM EMPIRE, 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.

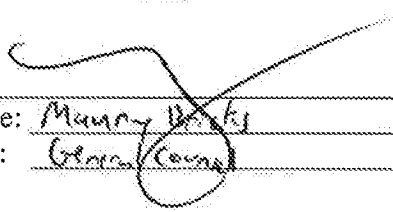
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GPM INVESTMENTS, LLC

By:  _____

Name: Don Bassel _____

Title: CEO _____

By:  _____

Name: Manny Banks _____

Title: General Counsel _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

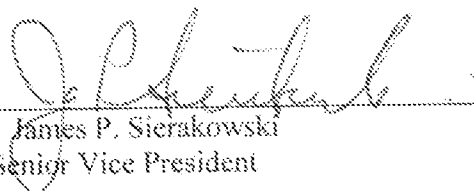
Acknowledged and accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____

Name: James P. Sierakowski

Title: Senior Vice President

A handwritten signature in cursive script, appearing to read "J. Sierakowski", is written over a horizontal dotted line. The signature is positioned to the right of the "By:" label and above the printed name and title.

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE 1

TRADEMARK REGISTRATIONS

Serial Number	Trademark Holder	Trademark
90/651,794	GPM Investments, LLC	fas EATS stacked
90/651,788	GPM Investments, LLC	fas DRINKS stacked
90/651,791	GPM Investments, LLC	fas REWARDS stacked
90/651,777	GPM Investments, LLC	fasDRINKS (horizontal)
90/651,775	GPM Investments, LLC	fasEATS (horizontal)
90/651,780	GPM Investments, LLC	fasBREWS
90/651,772	GPM Investments, LLC	fasSIPS