

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673196

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		10/12/2005	Corporation:

RECEIVING PARTY DATA

Name:	Core-Mark International, Inc.
Street Address:	1500 Solana Blvd., Suite 3400
City:	Westlake
State/Country:	TEXAS
Postal Code:	76262
Entity Type:	Corporation: DELAWARE
Name:	Minter-Weisman Co.
Street Address:	1500 Solana Blvd., Suite 3400
City:	Westlake
State/Country:	TEXAS
Postal Code:	76262
Entity Type:	Corporation: MINNESOTA
Name:	Head Distributing Co.
Street Address:	1500 Solana Blvd, Suite 3400
City:	Westlake
State/Country:	TEXAS
Postal Code:	76262
Entity Type:	Corporation: MINNESOTA

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	0929258	CABLE CAR
Registration Number:	1283707	CORE-MARK
Registration Number:	1605239	STARMARK
Registration Number:	1721154	TASTEFULLY YOURS
Registration Number:	1711973	TASTEFULLY YOURS
Registration Number:	1930380	EMERALD
Registration Number:	1810976	CABLE CAR SINCE 1890

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1834121	CORE-MARK INTERNATIONAL
Registration Number:	1834123	CORE-MARK INTERNATIONAL YOU CAN COUNT ON
Registration Number:	2090866	STARMARK
Registration Number:	2108906	CABLE CAR CANDIES QUALITY CANDIES SINCE
Registration Number:	2271065	SMARTSTOCK
Registration Number:	2216513	ARCADIA BAY
Registration Number:	2301702	ARCADIA BAY COFFEE COMPANY
Registration Number:	2323187	ARCADIA BAY
Registration Number:	2507620	BENTLEY BAKERY CO.
Registration Number:	2458539	FEASTONA
Registration Number:	2429626	JAVA STREET
Registration Number:	2807166	EMERALD
Registration Number:	2752187	BOONDOGGLES
Registration Number:	2780481	BOONDOGGLES
Registration Number:	2783748	BOONDOGGLES
Registration Number:	2758506	BOONDOGGLES REAL FOOD. REAL FAST.
Registration Number:	2984553	BOONDOGGLES REAL FOOD. REAL FAST.
Registration Number:	3008635	FEASTONA PIZZA
Serial Number:	78381890	FEASTONA PIZZA
Serial Number:	78381936	FEASTONA PIZZA
Serial Number:	76353585	EMERALD

CORRESPONDENCE DATA

Fax Number: 6508023001

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: 6508023000

Email: brian.lee@weil.com

Correspondent Name: Kevin Thomas

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 201 Redwood Shores Parkway

Address Line 4: Redwood City, CALIFORNIA 94065

NAME OF SUBMITTER: Kevin Thomas

SIGNATURE: /s/ Kevin Thomas

DATE SIGNED: 09/08/2021

Total Attachments: 8

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TERMINATION AND RELEASE
OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT, dated as of October 12, 2005 (this "Termination and Release"), by GENERAL ELECTRIC CAPITAL CORPORATION, as agent (in such capacity, the "Grantee") under that certain Credit Agreement, dated as of August 20, 2004 (as amended, the "Credit Agreement"), among the Borrowers, the Grantee, as a Lender and Agent, CONGRESS FINANCIAL CORPORATION (WESTERN), as Co-Syndication Agent and a Lender, JPMORGAN CHASE BANK, as Co-Syndication Agent and a Lender, BANK OF AMERICA, N.A., as Co-Documentation Agent and a Lender, WELLS FARGO FOOTHILL, LLC, as Co-Documentation Agent and a Lender, GE CANADA FINANCE HOLDING COMPANY, as Canadian Lender, and the other Lenders signatory from time to time. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.

WHEREAS, pursuant to the Intellectual Property Security Agreement, dated as of August 20, 2004 (as amended, the "IP Security Agreement"), by the Borrowers and the other grantors party thereto (collectively, the "Grantors"), each Grantor granted to the Grantee a security interest in, and granted, assigned and conveyed to the Grantee, such Grantor's entire right, title and interest in and to the Patents, Patent Licenses, Trademarks, Trademark Licenses, Copyrights and Copyright licenses, including all reissues, continuations, extensions and appurtenant goodwill of any and all of the foregoing, set forth in the IP Security Agreement, including without limitation the Intellectual Property listed on Exhibit A hereto (the "IP Collateral"); and

WHEREAS, the Grantee has terminated the IP Security Agreement and agreed to release, relinquish and discharge its right, title and interest in the IP Collateral as herein provided;


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee hereby agrees as follows:

1. The Grantee hereby releases, relinquishes and discharges in its entirety any and all security interest it has against the IP Collateral.
2. The Grantee hereby agrees, at the expense of the Borrowers, to take any reasonable actions and to execute any further documents necessary or reasonably requested by the Borrowers to effectuate, record or evidence the release of the Grantee's security interest in the IP Collateral.
3. The Grantee authorizes and requests the United States Patent and Trademark Office and the United States Copyright Office to record this Termination and Release against the IP Collateral, as applicable.
4. This Termination and Release shall be governed by the law of the State of New York.

NY2-11576440303X5#0031.DOC\39021.0001

IN WITNESS WHEREOF, the Grantee has caused this Termination and Release to be duly executed as of this 2 day of October, 2005.

GENERAL ELECTRIC CAPITAL
CORPORATION,
as Grantee

By: 
Name: PHILIP P. CARFORA
Title: DULY AUTHORIZED SIGNATORY

[SIGNATURE PAGE TO TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Exhibit A
IP Collateral

See attached.

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT - PATENTS

A. PATENT REGISTRATIONS

None.

B. PATENT APPLICATIONS

None.

C. PATENT LICENSES

None.

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT - TRADEMARKS

Mark	Legal Entity	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
ALLIED MERCHANDISING INDUSTRY	Core-Mark Interrelated Companies, Inc.	United States				TN93092701	9/27/93	
ARCADIA BAY	Core-Mark International, Inc.	United States	30	75/441,335	2/26/98	2,216,513	1/5/99	Registered
ARCADIA BAY	Core-Mark International, Inc.	United States	35	75/501,429	6/11/98	2,323,187	2/29/00	Registered
ARCADIA BAY COFFEE COMPANY & Design	Core-Mark International, Inc.	United States	30, 42	75/501,427	6/11/98	2,301,702	12/21/99	Registered
A. WEISMAN CO.	Minter-Weisman, Co.	United States				7618	8/5/02 1/25/83 (renewed)	
BENTLEY BAKERY CO.	Core-Mark International, Inc.	United States	30	75/679,545	4/9/99	2,507,620	11/13/01	Registered (Received client instructions to lapse on 1/2/02)
BOONDOGGLES	Core-Mark International, Inc.	United States	29	76/401,532	4/29/02	2,780,481	11/4/03	Registered
BOONDOGGLES	Core-Mark International, Inc.	United States	29, 30	76/402,200	4/29/02	2,783,748	11/18/03	Registered
BOONDOGGLES	Core-mark International, Inc.	United States	35, 43	76/401,531	4/29/02	2,752,187	8/19/03	Registered
BOONDOGGLES REAL FOOD. REAL FAST. & Design	Core-Mark International, Inc.	United States	35	76/443,003	8/22/02	2,758,506	9/2/03	Registered
BOONDOGGLES REAL FOOD. REAL FAST. & Design	Core-Mark International, Inc.	United States	29, 30, 43	76/556,058	11/3/2003			Pending
CABLE CAR	Core-Mark International, Inc.	United States	29, 30, 31	72/333,672	7/28/69	929,258	2/15/72	Registered
CABLE CAR & Design	Core-Mark International, Inc.	Canada	NA	887,595	8/14/98	TMA515,324	8/25/99	Registered
CABLE CAR CANDIES QUALITY CANDIES SINCE 1890 (New Design)	Core-Mark International, Inc.	United States	30	75/177,978	10/7/98	2,108,906	10/28/97	Registered

Mark	Legal Entity	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
CABLE CAR SINCE 1890 & Design	Core-Mark International, Inc.	United States	30	74/354,407	2/1/93	1,810,976	12/14/93	Registered
CORE-MARK	Core-Mark International, Inc.	Canada	NA	480,956	1/15/82	TMA272,823	10/15/82	Registered
CORE-MARK	Core-Mark International, Inc.	United States	42	73/360,195	4/16/82	1,283,707	6/26/84	Registered
CORE-MARK & Design (new design)	Core-Mark International, Inc.	Canada	NA	729,697	5/19/93	TMA433,460	9/16/94	Registered
CORE-MARK INTERNATIONAL & Design (New Design Logo)	Core-Mark International, Inc.	United States	42	74/389,810	5/13/93	1,834,121	5/3/94	Registered
CORE-MARK & Design (YOU CAN COUNT ON US)	Core-Mark International, Inc.	Canada	NA	729,698	5/19/93	TMA432,801	9/2/94	Registered
CORE-MARK INTERNATIONAL & Design Logo (YOU CAN COUNT ON US)	Core-Mark International, Inc.	United States	42	74/391,973	5/18/93	1,834,123	5/3/94	Registered
EMERALD	Core-Mark International, Inc.	United States	16	76/354,062	12/31/01	2,807,166	1/20/04	Registered
EMERALD	Core-Mark International, Inc.	United States	16	74/278,498	5/26/92	1,930,380	10/31/95	Registered
EMERALD	Core-Mark International, Inc.	United States	21	76/353,585	12/31/01			Abandoned (Client instructions to Abandon on 11/23/03)
FEASTONA	Assigned to Core-Mark International, Inc. from Fleming Companies, Inc.	United States	35	75/821,556	10/12/99	2,458,539	6/5/01	Registered
FEASTONA & Design	Core-Mark International, Inc.	United States	30	78/381,890	3/10/04			Pending
FEASTONA PIZZA & Design	Core-Mark International, Inc.	United States	35	78/381,936	3/10/04			Pending
FEASTONA PIZZA & Design	Core-Mark International, Inc.	United States	43	78/382,076	3/10/04			Pending
JAVA STREET	Core-Mark International, Inc.	United States				2,429,626	2/20/01	

Mark	Legal Entity	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
JAVA STREET & Design	Assigned to Core-Mark International, Inc. from Fleming Companies, Inc.	United States	35	75/849,949	10/12/99	2,458,539	6/5/01	Registered
SMARTSTOCK	Core-Mark International, Inc.	Canada	NA	867,945	2/2/98			Opposed
SMARTSTOCK	Core-Mark International, Inc.	United States	35	75/334,833	8/2/97	2,271,065	8/17/99	Registered
STARMARK	Core-Mark International, Inc.	United States	4	73/730,445	5/28/98	1,605,239	7/10/90	Registered
STARMARK & Design	Core-Mark International, Inc.	United States	4	75/106,574	5/20/96	2,090,866	8/26/97	Registered (Client instructions to Abandon on 2/28/03)
TASTEFULLY YOURS	Assigned to Core-Mark International, Inc. from Minter-Weisman Company	United States	29	74/234,229	12/30/91	1,711,973	9/1/92	Registered
TASTEFULLY YOURS	Assigned to Core-Mark International, Inc. from Minter-Weisman Company	United States	30	74/073,273	6/27/90	1,721,154	9/29/92	Registered
TASTEFULLY YOURS	Minter-Weisman, Co.	United States				1,711,973	9/1/1992	
ULTRA MART	Head Distributing Co.	United States				R00000	3/1/1996	

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT - COPYRIGHTS

Registration Number	Copyright Title
TXU290894	Asset/Computer Software Program
TXU290893	Asset/User's Manual
2-680-653	Nutrismart A Guide to Healthy Eating
TXU784639	Visionet

STM/282268.1