

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM673383

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CST Brands Holdings 2, LLC		11/19/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CrossAmerica Partners LP		
<b>Street Address:</b>	600 Hamilton Street, Suite 500		
<b>City:</b>	Allentown		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	18101		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86597593	CROSSAMERICA PARTNERS	
<b>Serial Number:</b>	86597611	CAP CROSSAMERICA PARTNERS LP	
<b>Serial Number:</b>	86712360	FREEDOM	
<b>Serial Number:</b>	86712363	FREEDOM VALU CENTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6098961469		
<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>			
<b>Phone:</b>	2152992081		
<b>Email:</b>	ipdocket@foxrothschild.com		
<b>Correspondent Name:</b>	Christopher D. Olszyk, Jr.		
<b>Address Line 1:</b>	997 Lenox Drive, Bldg. 3		
<b>Address Line 4:</b>	Lawrenceville, NEW JERSEY 08648-2311		
<b>NAME OF SUBMITTER:</b>	Christopher D. Olszyk, Jr.		
<b>SIGNATURE:</b>	/CDO/		
<b>DATE SIGNED:</b>	09/09/2021		
<b>Total Attachments: 4</b>			
source=Cross America, Freedom Valu, Java Stop, Stop In - Trademark Assignment#page1.tif			
source=Cross America, Freedom Valu, Java Stop, Stop In - Trademark Assignment#page2.tif			

OP \$115.00 86597593

source=Cross America, Freedom Valu, Java Stop, Stop In - Trademark Assignment#page3.tif

source=Cross America, Freedom Valu, Java Stop, Stop In - Trademark Assignment#page4.tif

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of November 19, 2019 (the "Effective Date"), is made by CST Brands Holdings 2, LLC, a Delaware limited liability company, located at 19500 Bulverde Road, San Antonio, Texas 78259 and Stop in Food Stores, Inc., a Virginia corporation located at 600 Hamilton St., Suite 500, Allentown, Pennsylvania 18101 (both collectively, "**Assignor**"), in favor of CrossAmerica Partners LP, a Delaware limited partnership, located at 600 Hamilton St., Suite 500, Allentown, Pennsylvania 18101 ("**Assignee**").

WHEREAS, Assignor has agreed to sell, assign, transfer, convey, and deliver to Assignee (and Assignee has agreed to acquire) any and all rights that Assignor owns in and to the Assigned Trademarks, as hereinafter defined, including, but not limited to, the rights and related goodwill in the business that Assignor or its Affiliates may have accrued by way of use of the Assigned Trademarks prior to the Effective Date of this Agreement;

NOW THEREFORE, the parties agree as follows:

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

(a) the trademark registrations set forth on Schedule 1 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 Assignor 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. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. 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.

4. 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.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

[SIGNATURE PAGE FOLLOWS]

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

CST BRANDS HOLDINGS 2, LLC

By [Signature]  
Name: Kathy Cunningham  
Title: SVP Global Shared Services

Address for Notices:

1950 Bulverde Road, San Antonio, Texas  
78259

STOP IN FOOD STORES, INC.

By [Signature]  
Name: KEENAN HINCH  
Title: CORPORATE SECRETARY

Address for Notices:

600 Hamilton St., Suite 500  
Allentown, PA 18101

AGREED TO AND ACCEPTED:

CROSSAMERICA PARTNERS LP

By [Signature]  
Name: KEENAN HINCH  
Title: CORPORATE SECRETARY

Address for Notices:

600 Hamilton St., Suite 500  
Allentown, PA 18101

Signature Page to Trademark Assignment Agreement

TRADEMARK

REEL: 007417 FRAME: 0108

**SCHEDULE 1**  
**ASSIGNED TRADEMARKS**

**A. CST Brands Holdings 2 to CrossAmerica Partners LP**

Mark	Jurisdiction	Registration Number	Registration Date
CROSSAMERICA PARTNERS	US	865597593	12/08/2015
CROSSAMERICA PARTNERS (& Design)	US	865597611	12/08/2015
FREEDOM	US	86712360	03/01/2016
FREEDOM VALU CENTER	US	86712363	05/03/2016

**B. Stop in Food Stores, Inc. to CrossAmerica Partners LP**

Mark	Jurisdiction	Registration Number	Registration Date
JAVA STOP (& Design)	VA	VA 1052	05/12/2000
STOP IN FOOD STORES (& Design)	VA	VA 1444	09/13/1995