

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM682718

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks recorded at R/F 7358/0134		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation, as Collateral Agent		10/21/2021	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	GPM Investments, LLC		
Street Address:	8565 Magellan Parkway		
Internal Address:	Suite 400		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23227		
Entity Type:	Limited Liability Company: DELAWARE		
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:	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:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	040896-0121		
NAME OF SUBMITTER:	Angela M. Amaru		

CH \$190.00 90651794

SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	10/21/2021
Total Attachments: 3 source=Trademark Release - July 2021 TM Security Agreement Executed#page1.tif source=Trademark Release - July 2021 TM Security Agreement Executed#page2.tif source=Trademark Release - July 2021 TM Security Agreement Executed#page3.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of October 21, 2021 (the “Effective Date”), is made by ARES CAPITAL CORPORATION, a Maryland corporation as Collateral Agent (in such capacity, the “Agent”), in favor of GPM INVESTMENTS, 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 Security Pledge Agreement, by and among the Grantor, certain of its affiliates, and the Agent, dated as of February 28, 2020 (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Grantor executed and delivered a Grant of Security Interest in Trademark Rights, dated as of July 19, 2021 (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office (“USPTO”) on July 19, 2021 at Reel/Frame 7358/0134;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor granted, pledged and collaterally assigned to the Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under all (a) Trademarks, and all registrations and applications for registration thereof, including those listed on Schedule A hereto, (b) all common-law rights related thereto, and all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (c) the right to obtain all renewals thereof, (d) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (e) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments then or thereafter due and/or payable with respect thereto, and (f) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the “Trademark Collateral”);


WHEREAS, the Grantor has requested the Agent to release the Security Interest in the Trademark Collateral.

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 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 it 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 holding any right, title or interest in or to the Trademark Collateral), is hereby authorized to record this Release in the USPTO.

[Signature Page Follows]

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

ARES CAPITAL CORPORATION,
as Collateral Agent






By: 
Name: Scott Lem
Title: Authorized Signatory



[Signature Page to GPM Trademark Release]

TRADEMARK
REEL: 007466 FRAME: 0024

SCHEDULE A

TRADEMARK REGISTRATIONS

Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner Name
FAS EATS 	90651794 4/16/2021	---	Pending	GPM Investments, LLC
FAS DRINKS 	90651788 4/16/2021	---	Pending	GPM Investments, LLC
FAS REWARDS 	90651791 4/16/2021	---	Pending	GPM Investments, LLC
FAS DRINKS 	90651777 4/16/2021	---	Pending	GPM Investments, LLC
FAS EATS 	90651775 4/16/2021	---	Pending	GPM Investments, LLC

Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner Name
FAS BREWS 	90651780 4/16/2021	---	Pending	GPM Investments, LLC
FAS SIPS 	90651772 4/16/2021	---	Pending	GPM Investments, LLC