

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM682726

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks recorded at R/F 7078/0718		
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 Empire, 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: 3			
Property Type	Number	Word Mark	
Registration Number:	2696136	SOLO	
Registration Number:	4002376	HT	
Registration Number:	3872436	SWIMNETWORK	
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		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	10/21/2021		
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 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 SOUTHEAST, LLC, a Delaware limited liability company, and GPM EMPIRE, LLC, a Delaware limited liability company (each a “Grantor” and together, the “Grantors”). 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 Grantors, certain of their 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 Grantors executed and delivered a Grant of Security Interest in Trademark Rights, dated as of October 16, 2020 (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office (“USPTO”) on October 16, 2020 at Reel/Frame 7078/0718 (with respect to GPM Empire, LLC) and at Reel/Frame 7078/0699 (with respect to with respect to GPM Southeast, LLC);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, each 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 such 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 Grantors have 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 each Grantor any right, title or interest it may have in the Trademark Collateral of such Grantor, in each case without recourse to the Agent and without representation or warranty of any kind. Each Grantor, or any successor to such Grantor (including any person or entity hereafter holding any right, title or interest in or to the Trademark Collateral of such Grantor), 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: 0046

SCHEDULE A

TRADEMARK REGISTRATIONS

US Registration Number	Serial Number	Registration Date	Trademark Holder	Trademark
1,787,210	74323675	August 10, 1993	GPM Southeast, LLC	Beverage City
5115170	86579368	January 3, 2017	GPM Southeast, LLC	f fast fuels & stylized design  fast fuels
5198882	87169389	May 9, 2017	GPM Southeast, LLC	FASTMARKET
5198881	87169341	May 9, 2017	GPM Southeast, LLC	f fast market & stylized design  fastmarket
2,696,136	75886282	March 11, 2003	GPM Empire, LLC	SOLO
4002376	85292544	July 26, 2011	GPM Empire, LLC	HT

				
3873436	85004961	November 9, 2010	GPM Empire, LLC	HI-TECH
3732119	77433013	December 29, 2009	GPM Southeast, LLC	Empire's Fast Fuels 