

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM682757

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks recorded at R/F 6880/0190		
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 Southeast, 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: 17			
Property Type	Number	Word Mark	
Registration Number:	3494476	SCOTCHMAN	
Registration Number:	3494478	SCOTCHMAN STORES	
Registration Number:	3494477	SCOTCHMAN YOUR GOOD NEIGHBOR STORE	
Registration Number:	3738487	ARTFULLY BREWED FA APPROVED	
Registration Number:	5957397	BIISTRO'S	
Registration Number:	4594790	CAROLINAPETRO	
Registration Number:	2995521	CIGARETTE CITY	
Registration Number:	3805131	CW'S COFFEE COMPANY	
Registration Number:	5048671	EVERYDAY CAFE	
Registration Number:	5048670	EVERYDAY CAFE	
Registration Number:	3738485	E-Z MART	
Registration Number:	3738484	E-Z MART	
Registration Number:	2199916	E-Z MART	
Registration Number:	3730313	EZR 4 U	
Registration Number:	3898298	FA ELLEN	
Registration Number:	3805137	FA ELLEN	
Registration Number:	4512986	QUICK & EASY EVERYDAY SHOP & CAFE	

CH \$440.00 3494476

CORRESPONDENCE DATA**Fax Number:** 2127514864

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: 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: 7

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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 INVESTMENTS, LLC, a Delaware limited liability company, GPM APPLE, LLC, a Delaware limited liability company, GPM SOUTHEAST, LLC, a Delaware limited liability company, NEXT DOOR OPERATIONS, LLC, a Delaware limited liability company, VILLAGE PANTRY, LLC, an Indiana limited liability company, and E CIG LICENSING, LLC, a Delaware limited liability company (each a “Grantor” and collectively, 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 February 28, 2020 (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office (“USPTO”) on March 2, 2020 at Reel/Frame 6880/0086 (with respect to GPM Investments, LLC), at Reel/Frame 6880/0108 (with respect to with respect to Next Door Operations, LLC), at Reel/Frame 6880/0151 (with respect to with respect to Village Pantry, LLC), at Reel/Frame 6880/0164 (with respect to with respect to E Cig Licensing, LLC), at Reel/Frame 6880/0190 (with respect to with respect to GPM Southeast, LLC), and at Reel/Frame 6880/0177 (with respect to GPM Apple, 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: 0169

SCHEDULE A



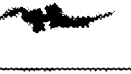



U.S. Trademarks and Applications

Trademark/Image (if any)	Application Number Application Date	Registration Number Registration Date	Status	Grantor
1. ALL IN GOOD TASTE	85869469 March 7, 2013	4476191 January 28, 2014	Registered	GPM Investments, LLC
2. CAPITAL CITY BREWERY	86258041 April 14, 2014	4680046 January 27, 2015	Registered	GPM Investments, LLC
3. R STORE and design 	76264400 May 30, 2001	2931105 March 8, 2005	Registered	GPM Investments, LLC
4. FAS SNACKS	87554687 August 3, 2017	5504737 June 26, 2018	Registered	GPM Investments, LLC
5. FAS SNACKS	87898167 April 27, 2018	5932974 December 10, 2019	Registered	GPM Investments, LLC
6. FAS APP	85896547 April 5, 2013	4422018 October 22, 2013	Registered	GPM Investments, LLC
7. FAS CASHBACK	85869450 March 7, 2013	4519027 April 22, 2014	Registered	GPM Investments, LLC
8. FAS FUEL	86760235 September 17, 2015	5079375 November 8, 2016	Registered	GPM Investments, LLC
9. FAS FUEL and design 	87626824 September 28, 2017	5428513 March 20, 2018	Registered	GPM Investments, LLC
10. FAS FUEL and design 	87626843 September 28, 2017	5428514 March 20, 2018	Registered	GPM Investments, LLC
11. FAS FUEL	87355761 March 2, 2017	5352088 December 5, 2017	Registered	GPM Investments, LLC
12. FAS MART	73497809 September 4, 1984	1350059 July 16, 1985	Registered	GPM Investments, LLC
13. FAS MART and design 	73714888 February 22, 1988	1517607 December 20, 1988	Registered	GPM Investments, LLC

	Trademark/Image, if any	Application Number Application Date	Registration Number Registration Date	Status	Grantor
14.	FAS MART and design 	73718317 March 23, 1988	1517619 December 20, 1988	Registered	GPM Investments, LLC
15.	FAS REWARDS and design 	87213467 October 24, 2016	5287864 September 12, 2017	Registered	GPM Investments, LLC
16.	FAS REWARDS	87213421 October 25, 2016	5287862 September 12, 2017	Registered	GPM Investments, LLC
17.	FAS WASH and design 	87271603 December 16, 2016	5371452 January 2, 2018	Registered	GPM Investments, LLC
18.	FF and design 	86760233 September 17, 2015	5024064 August 16, 2016	Registered	GPM Investments, LLC
19.	JIFFI STOP	86255589 April 17, 2014	4746362 June 2, 2015	Registered	GPM Investments, LLC
20.	LUIGI'S PIZZA AND SUBS	86258006 April 21, 2014	4680045 January 27, 2015	Registered	GPM Investments, LLC
21.	PERFECT HARVEST	85194226 December 8, 2010	4088938 January 17, 2012	Registered	GPM Investments, LLC
22.	PERFECT HARVEST	87141841 August 17, 2016	5166294 March 21, 2017	Registered	GPM Investments, LLC
23.	PERFECT HARVEST COFFEE CO. and design 	87141814 August 17, 2016	5189681 April 25, 2017	Registered	GPM Investments, LLC
24.	SHORE STOP	85475432 November 17, 2011	4175123 July 17, 2012	Registered	GPM Investments, LLC
25.	NEXT DOOR FOOD STORE	73758183 October 17, 1988	1566493 November 14, 1989	Registered	Next Door Operations, LLC
26.	NEXT DOOR STORE	87953044 June 7, 2018	5684334 February 26, 2019	Registered	Next Door Operations, LLC

Trademark Image if any	Application Number Application Date	Registration Number Registration Date	Status	Grantor
27. MUG-A-LUG	73762182 November 7, 1988	1604882 July 3, 1990	Registered	Village Pantry, LLC
28. THANK\$ A LOTTERY	74011670 December 18, 1989	1628597 December 18, 1990	Registered	Village Pantry, LLC
29. THIRST SHOP	77922623 January 28, 2010	3821880 July 20, 2010	Registered	Village Pantry, LLC
30. VILLAGE PANTRY	73248301 January 31, 1980	1162326 July 21, 1981	Registered	Village Pantry, LLC
31. VILLAGE PANTRY and design 	72279402 August 30, 1967	855710 August 27, 1968	Registered	Village Pantry, LLC
32. VILLAGE PANTRY and design 	73419369 March 30, 1983	1317347 January 29, 1985	Registered	Village Pantry, LLC
33. VP VILLAGE PANTRY and design 	78702400 August 29, 2005	3135581 August 29, 2006	Registered	Village Pantry, LLC
34. V (stylized) 	76530547 July 27, 2003	2839973 May 11, 2004	Registered	Village Pantry, LLC
35. THE ELITE EVAPING EXPERIENCE	86361044 August 8, 2014	5003929 July 19, 2016	Registered	E Cig Licensing, LLC
36. ELITE ELECTRONIC	86146822 December 18, 2013	4930010 April 6, 2016	Registered	E Cig Licensing, LLC
37. E 	86146838 December 18, 2013	4906935 March 1, 2016	Registered	E Cig Licensing, LLC

Trademark/Image if any		Application Number Application Date	Registration Number Registration Date	Status	Grantor
38.	E ELECTRONICS 	86358506 August 6, 2014	4842363 October 27, 2015	Registered	E Cig Licensing, LLC
39.	E LIQUIDS 	86358486 August 6, 2014	4842362 October 27, 2015	Registered	E Cig Licensing, LLC
40.	E VAPORS 	86358509 August 6, 2014	4823567 September 29, 2015	Registered	E Cig Licensing, LLC
41.	SCOTCHMAN	76687138 February 27, 2008	3494476 September 2, 2008	Registered	GPM Southeast, LLC
42.	SCOTCHMAN STORES	76687140 February 27, 2008	3494478 September 2, 2008	Registered	GPM Southeast, LLC
43.	SCOTCHMAN YOUR GOOD NEIGHBOR STORE and design	76687139 February 27, 2008	3494477 September 2, 2008	Registered	GPM Southeast, LLC
44.	ARTIFULLY BREWED FA APPROVED	76693427 October 7, 2008	3738487 January 19, 2009	Registered	GPM Southeast, LLC
45.	BISTRO'S and design 	88260715 January 14, 2019	5957397 January 7, 2020	Registered	GPM Southeast, LLC
46.	CAROLINAPETRO	76714633 July 26, 2013	4594790 September 14, 2014	Registered	GPM Southeast, LLC
47.	CIGARETTE CITY	76440826 August 14, 2002	2995521 September 13, 2005	Registered	GPM Southeast, LLC
48.	CW'S COFFEE COMPANY	76686359 January 31, 2008	3805131 June 22, 2010	Registered	GPM Southeast, LLC
49.	EVERYDAY CAFÉ and design 	86901648 February 9, 2016	5048671 September 27, 2016	Registered	GPM Southeast LLC
50.	EVERYDAY CAFÉ and design	86901645 February 9, 2016	5048670 September 27, 2016	Registered	GPM Southeast LLC

Trademark/Image if any		Application Number Application Date	Registration Number Registration Date	Status	Grantor
					
51.	E-Z MART and design 	76692764 September 11, 2008	3738485 January 19, 2010	Registered	GPM Southeast, LLC
52.	E-Z MART and design 	76692665 September 9, 2008	3738484 January 19, 2010	Registered	GPM Southeast, LLC
53.	E-Z MART	75392279 November 18, 1997	2199916 October 27, 1998	Registered	GPM Southeast, LLC
54.	EZR 4 U	76692663 September 8, 2008	3730313 December 29, 2009	Registered	GPM Southeast, LLC
55.	FA ELLEN COFFEE	76693345 October 3, 2008	3898298 January 4, 2011	Registered	GPM Southeast, LLC
56.	FA ELLEN COFFEE and design 	76692763 September 11, 2008	3805137 June 22, 2010	Registered	GPM Southeast, LLC
57.	QUICK & EASY EVERYDAY SHOP & CAFÉ and design 	76714497 July 3, 2013	4512986 April 15, 2014	Registered	GPM Southeast, LLC
58.	APPLE MARKET and design 	87024513 October 7, 2008	5113701 January 19, 2010	Registered	GPM Apple, LLC