

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM704860

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900657900		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E.J. Pope & Son, Inc.		11/09/2021	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	GPM Southeast, LLC		
Street Address:	8565 MAGELLAN PARKWAY, SUITE 400		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23227		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4490878	THIRST CRUSHER	
Serial Number:	77754544	WE REFUEL YOUR LIFE	
CORRESPONDENCE DATA			
Fax Number:	6785534779		
<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:	678-553-4778		
Email:	atltrademark@gtlaw.com		
Correspondent Name:	Joel R. Feldman		
Address Line 1:	3333 Piedmont Road, NE, Suite 2500		
Address Line 2:	Greenberg Traurig, LLP		
Address Line 4:	Atlanta, GEORGIA 30305		
ATTORNEY DOCKET NUMBER:	140344.020000		
NAME OF SUBMITTER:	Joel R. Feldman		
SIGNATURE:	/jrf/		
DATE SIGNED:	01/26/2022		
Total Attachments: 6 source=GPM #page1.tif			

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment"), dated as of November 9, 2021 is made by E. I. Pope & Son, Inc., a North Carolina corporation ("Seller") in favor of GPM Southeast, LLC, a Delaware limited liability company ("Buyer").

WHEREAS, the Buyer and Seller, among other parties, are parties to that certain Asset Purchase Agreement dated as of September 14, 2021 (as amended, the "Asset Purchase Agreement"); and

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and therefore desires to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

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

(a) the trademark registrations set forth on Schedule I attached 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 Seller 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. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request,

Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, 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 Amendment shall be governed by and construed in accordance with the internal laws of the State of North Carolina and it and all matters arising out of the transactions contemplated hereby or related thereto shall be governed, construed and interpreted in all respects according to the Laws of the State of North Carolina, without reference to principles of conflicts of law thereof.

[SIGNATURE PAGES FOLLOW]

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


E. J. POPE & SON, INC.

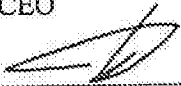
By: DocuSigned by:
E. Judson Pope, III
Name: E. Judson Pope, III
Title: President

[signatures continue on following page]

[signature page to Trademark Assignment Agreement]

GPM SOUTHEAST, LLC

By: 
Name: Arie Kotler
Title: CEO

By: 
Name: Eyal Nuchamovitz
Title: EVP

[signature page to Trademark Assignment Agreement]

SCHEDULE 1

Assigned Trademarks

Registered Trademarks

US Registration Number	Serial Number	Trademark Holder	Trademark
4,490,878	86/006,579	E. J. Pope & Son, Inc.	THIRST CRUSHER
3,739,333	77/754,544	E. J. Pope & Son, Inc.	WE REFUEL YOUR LIFE

ND: 4856-5435-0852, v. 1