

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM745961

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quarles Petroleum, Incorporated		07/22/2022	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	GPM Empire, LLC		
Street Address:	8565 Magellan Pkwy Suite 400		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23227		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4193899	QUARLES FLEET FUELING	
Registration Number:	4300945	WATCHCARD	
Registration Number:	4760593	WATCHCARD	
Registration Number:	6331806	QUARLES IS QUALITY	
Registration Number:	3908052	QUARLES	
Registration Number:	3911133	QUARLES	
Registration Number:	3911129	QUARLES	
Registration Number:	3930815	QUARLES	
Registration Number:	3943404	QUARLES	
Registration Number:	3943405	QUARLES	
Registration Number:	3943407	QUARLES	
Registration Number:	3943408	QUARLES	
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:	6785534778		
Email:	atltrademark@gtlaw.com		
Correspondent Name:	Joel R. Feldman		

CH \$315.00 4193899

Address Line 1: 3333 Piedmont Road NE, Suite 2500
Address Line 2: Greenberg Traurig, LLP
Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER: 140344.012300

NAME OF SUBMITTER: Joel R. Feldman

SIGNATURE: /jrf/

DATE SIGNED: 08/04/2022

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment"), effective as of July 22, 2022 is made by Quarles Petroleum, Incorporated, a Virginia corporation ("Seller") in favor of GPM Empire, LLC, a Delaware limited liability company ("Buyer").

WHEREAS, Buyer and Seller, among other parties, are parties to that certain Asset Purchase Agreement dated as of February 18, 2022 (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 1 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 Commonwealth of Virginia 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 Commonwealth of Virginia, 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.

QUARLES PETROLEUM, INCORPORATED

By: 

Name: Paul Giambra

Title: President & CEO

GPM EMPIRE, LLC

By: 

Name: Arie Kotler

Title: CEO

By: 

Name: Eyal Nuchamovitz

Title: EVP

[signature page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007812 FRAME: 0357

SCHEDULE 1

Assigned Trademarks

Registered Trademarks

TradeMark	Serial No.	Registration No.	Registration Date
Quarles Fleet Fueling	85501900	4193899	08/21/2012
Watchcard	85676600	4300945	03/12/2013
Watchcard	85676417	4760593	06/23/2015
Quarles is Quality	88844487	6331806	04/27/2021
Quarles & Design	85062329	3908052	01/18/2011
Quarles & Design	85062551	3911133	01/25/2011
Quarles & Design	85062506	3911129	01/25/2011
Quarles & Design	85062514	3930815	03/15/2011
Quarles (Cl. 4)	85061991	3943404	04/12/2011
Quarles (Cl. 35)	85062000	3943405	04/12/2011
Quarles (Cl. 42)	85062236	3943407	04/12/2011
Quarles (Cl. 45)	85062313	3943408	04/12/2011