

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM790421

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Par Hawaii, LLC		02/28/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank		
Street Address:	1525 West WT Harris Blvd. 1B1		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	77582786	KAMA'AINA REWARDS	
Serial Number:	90785856	FROOZEE	
Serial Number:	90785849	NOMNOM EXPRESS	
Serial Number:	90783614	NOMNOM BITES	
Serial Number:	90783613	NOMNOM	
Serial Number:	90783611	NOMNOM	
Serial Number:	87585455	NOM NOM BRU	
Serial Number:	87581509	NOM NOM SNAX	
Serial Number:	87316487	H	
Serial Number:	86980804	HELE	
Serial Number:	87316508	HELE	
Serial Number:	90511399	NOMNOM BITES	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3128767700		
Email:	thomas.buettner@lw.com		
Correspondent Name:	Thomas J. Buettner		
Address Line 1:	Latham & Watkins LLP		

OP \$315.00 77582786

Address Line 2: 330 North Wabash Avenue, Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 049275-0236

NAME OF SUBMITTER: Thomas J. Buettner

SIGNATURE: /tjb/

DATE SIGNED: 02/28/2023

Total Attachments: 7

source=Par - Trademark Security Agreement (Executed)#page1.tif
source=Par - Trademark Security Agreement (Executed)#page2.tif
source=Par - Trademark Security Agreement (Executed)#page3.tif
source=Par - Trademark Security Agreement (Executed)#page4.tif
source=Par - Trademark Security Agreement (Executed)#page5.tif
source=Par - Trademark Security Agreement (Executed)#page6.tif
source=Par - Trademark Security Agreement (Executed)#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 28th day of February, 2023, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, the Grantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Guaranty and Security Agreement, dated as of February 28, 2023 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

Notwithstanding the foregoing, no Excluded Assets are included in Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

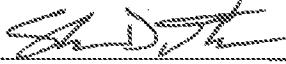
5. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. The words "execution," "signed," "signature," and words of like import in this Trademark Security Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

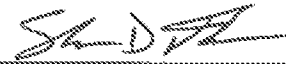
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

PAR HAWAII, LLC

By: 
Name: Shawn D. Flores
Title: Chief Financial Officer

U.S. OIL & REFINING CO.


By: 
Name: Shawn D. Flores
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking
association

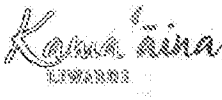
By: 
Name: Michael Matranga
Its Authorized Signatory

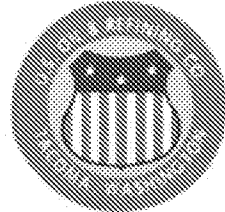
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007987 FRAME: 0445

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

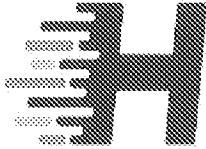

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Par Hawaii, LLC (as successor by merger to Mid Pac Petroleum, LLC)		Service Mark Design Mark 	Registration No. 3,803,998 Serial No. 77582786	June 15, 2010 (Registration Date) October 1, 2008 (File Date)
Par Hawaii, LLC (as successor by merger to Mid Pac Petroleum, LLC)		Service Mark registered with the DCCA: Mid Pac Petroleum (& Design Of A Pair Of Canoes With Stylized Waves)	Certificate No. 4197353	January 8, 2018 (Registration Date)
Par Hawaii, LLC (as successor by merger to Mid Pac Petroleum, LLC)		Word Mark FROOZEE	Application Number 90785856	June 21, 2021 (Application Date)
Par Hawaii, LLC (as successor by merger to Mid Pac Petroleum, LLC)		Word Mark NOMNOM EXPRESS	Application Number 90785849	June 21, 2021 (Application Date)
Par Hawaii, LLC (as successor by merger to Mid Pac Petroleum, LLC)		Word Mark NOMNOM BITES	Application Number 90783614	June 19, 2021 (Application Date)
Par Hawaii, LLC (as successor by merger to Mid Pac Petroleum, LLC)		Word Mark NOMNOM	Application Number 90783613	June 19, 2021 (Application Date)

Par Hawaii, LLC (as successor by merger to Mid Pac Petroleum, LLC)		Word Mark NOMNOM	Application Number 90783611	June 19, 2021 (Application Date)
Par Hawaii, LLC (as successor by merger to Mid Pac Petroleum, LLC)		Word Mark NOM NOM BRU	Registration No. 6048043 Application No. 87585455	May 5, 2020 (Registration Date) August 28, 2017 (Application Date)
Par Hawaii, LLC (as successor by merger to Mid Pac Petroleum, LLC)		Word Mark NOM NOM SNAX	Registration No. 5602678 Application No. 87581509	November 6, 2018 (Registration Date) August 24, 2017 (Application Date)
U.S. Oil & Refining Co.		THE WORDS "U.S. OIL & REFINING COL., TACOMA WASHINGTON" ENCIRCLING A SHIELD W/ A BLUE FIELD CONTAINING 3 STARS IN THE UPPER PORTION WITH VERTICAL ALTERNATING RED AND WHITE STRIPES IN LOWER PORTION 	Registration No. 1080766	Registration Date January 8, 2021

Trademarks Not Currently In Use

Trademark Licenses

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Par Hawaii, LLC (as successor by merger to HIE Retail, LLC)			Registration No. 5309678 Application No. 87316487	October 17, 2017 (Registration Date) January 27, 2017 (File Date)
Par Hawaii, LLC (as successor by merger to HIE Retail, LLC)		Word Mark HELE	Registration No. 5125882 Application No. 86980804	January 17, 2017 (Registration Date) November 17, 2015 (File Date)
Par Hawaii, LLC (as successor by merger to HIE Retail, LLC)		Design Mark 	Registration No. 5760199 Application No. 87316508	May 28, 2019 (Registration Date) January 27, 2017 (File Date)
Par Hawaii, LLC (as successor by merger to HIE Retail, LLC)		Word Mark NOMNOM BITES	Registration No. 6590020 Application No. 90511399	December 14, 2021 (Registration Date) February 4, 2021 (File Date)