

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM797329

| | |
|------------------------------|--|
| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |
| RESUBMIT DOCUMENT ID: | 900757394 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------|----------|----------------|--|
| Flash Market, LLC | | 03/01/2023 | Limited Liability Company: DELAWARE |

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: | 4241162 | FLASH MARKET |
| Registration Number: | 4977206 | FLASH MARKET |

CORRESPONDENCE DATA**Fax Number:**

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: 678-553-4778
Email: atltrademark@gtlaw.com
Correspondent Name: Joel R. Feldman
Address Line 1: 3333 Piedmont Road NE, Suite 2500
Address Line 4: Atlanta, GEORGIA 30305

| | |
|--------------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 140344.012600 |
| NAME OF SUBMITTER: | Joel R. Feldman |
| SIGNATURE: | /jrf/ |
| DATE SIGNED: | 03/24/2023 |

Total Attachments: 5

source=FLASH MARKET Trademark Assignment Agreement#page1.tif
source=FLASH MARKET Trademark Assignment Agreement#page2.tif

source=FLASH MARKET Trademark Assignment Agreement#page3.tif

source=FLASH MARKET Trademark Assignment Agreement#page4.tif

source=FLASH MARKET Trademark Assignment Agreement#page5.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment”), effective as of March 1, 2023 is made by FLASH MARKET, LLC, a Delaware limited liability company and the other entities signature hereto (collectively, “Seller”) in favor of GPM Southeast, 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 September 9, 2022 (as may be amended, restated, amended and restated, or modified from time to time, 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, assigns and delivers 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.

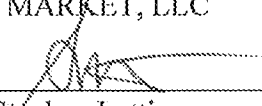
5. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware and it and all matters arising out of the transactions contemplated hereby or related thereto shall be governed, construed and interpreted in all respects according to the laws of the State of Delaware, 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.

SELLER

FLASH MARKET, LLC

By:  _____

Name: Stephen Lattig

Title: Chief Executive Officer

BUYER:

GPM SOUTHEAST, LLC

By: _____

Name:

Title:

By: _____

Name:

Title:

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


SELLER

FLASH MARKET, LLC

By: _____
Name: Stephen Lattig
Title: Chief Executive Officer

BUYER:

GPM SOUTHEAST, LLC


By:  _____
Name: Arie Kotler
Title: CEO

By:  _____
Name: Eyal Nuchamovitz
Title: EVP

SCHEDULE 1

Assigned Trademarks

Registered Trademarks

| Mark | Filing Date | Serial No. | Reg. Date | Reg. No. | Owned By (Last Listed Owner) |
|---|--------------------|-------------------|-------------------|-----------------|--|
|  | March 2, 2012 | 85/558,690 | November 13, 2012 | 4,241,162 | FLASH MARKET, LLC (Limited Liability Company – Delaware) 501 River St., Ste. 300 Greenville, S.C. 29601 |
| FLASH MARKET | October 5, 2015 | 86/778,267 | June 14, 2016 | 4,977,206 | FLASH MARKET, LLC (Limited Liability Company – Delaware) 501 River St., Ste. 300 Greenville, S.C. 29601 |