

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM852970

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900811146

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Green Mxa, LLC		11/01/2023	Limited Liability Company: DELAWARE
Green MXA Operating, LLC		11/01/2023	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Wells Fargo Bank, National Association
<b>Street Address:</b>	1808 Aston Ave
<b>Internal Address:</b>	Suite 250
<b>City:</b>	Carlsbad
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92008
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
<b>Registration Number:</b>	5390348	ML ENERGY TRANSPORTATION
<b>Registration Number:</b>	6834340	BETTER BREAK
<b>Registration Number:</b>	6834334	A BETTER BREAK
<b>Registration Number:</b>	5967561	GIVEBACK
<b>Registration Number:</b>	5960042	MAPCO GIVEBACK
<b>Registration Number:</b>	5879214	MAPCO
<b>Registration Number:</b>	5879213	V VICTORY FUELS
<b>Registration Number:</b>	5800265	MAPCO
<b>Registration Number:</b>	5344045	VICTORY FUELS
<b>Registration Number:</b>	5597590	CONVENIENCE YOU CAN TRUST
<b>Registration Number:</b>	5171616	THINGS JUST GOT GOOD
<b>Registration Number:</b>	5730672	MAPCO FEEL GOOD COFFEE
<b>Serial Number:</b>	87180435	FEEL GOOD
<b>Registration Number:</b>	5013505	GOOD LIVIN'
<b>Registration Number:</b>	5000203	GOOD LIVIN'

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4998714	GOOD LIVIN'
Registration Number:	5014717	GOOD LIVIN'
Registration Number:	4386371	MY REWARD\$
Registration Number:	4690532	MY REWARD\$
Registration Number:	3104424	FLEET ADVANTAGE
Registration Number:	3098571	FLEET ADVANTAGE
Registration Number:	3374682	MAPCO
Registration Number:	2000128	EAST COAST
Registration Number:	1486471	DELTA EXPRESS
Registration Number:	1269492	FM FAVORITE MARKET
Registration Number:	1269491	FAVORITE MARKET

**CORRESPONDENCE DATA**

**Fax Number:** 4043659532

*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:** 4045047656

**Email:** aklein@mmmlaw.com

**Correspondent Name:** Ashley N. Klein

**Address Line 1:** 3343 Peachtree Rd. NE

**Address Line 2:** 1600 Atlanta Financial Center

**Address Line 4:** Atlanta, GEORGIA 30326

<b>ATTORNEY DOCKET NUMBER:</b>	18263-155408
<b>NAME OF SUBMITTER:</b>	Ashley N. Klein
<b>SIGNATURE:</b>	/Ashley N. Klein/
<b>DATE SIGNED:</b>	11/13/2023

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of November 1, 2023, is made by **GREEN MXA, LLC**, a Delaware limited liability company, and **GREEN MXA OPERATING, LLC**, a Delaware limited liability company (individually or collectively, as the context requires, the "Grantor"), in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, Green MXA Holdings, LLC, a Delaware limited liability company, the Lenders from time to time party thereto, and the Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to a Security Agreement dated as of the date hereof in favor of the Administrative Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor has granted a Lien on all of its assets to the Administrative Agent for the benefit of the Secured Parties to secure the Obligations.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make the extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or the Security Agreement, as applicable.

Section 2. Grant of Security Interest in Intellectual Property Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Intellectual Property Collateral"):

(a) all of its Trademarks, Copyrights and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, Copyright or IP License, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof; and

(e) all IP Ancillary Rights.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without regard to principles of conflicts of laws, other than New York General Obligations Law 5-1401 and 5-1402.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Grantor:

GREEN MXA, LLC, a Delaware limited liability company

By: 

Name: Marvin K. Hewatt

Title: Manager

GREEN MXA OPERATING, LLC, a Delaware limited liability company

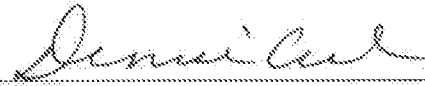
By: 

Name: Marvin K. Hewatt

Title: Manager

ACCEPTED AND AGREED  
as of the date first above written:

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**, as Administrative Agent





By:   
Name: Darlene Crouch  
Title: Vice President

SCHEDULE 1  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

IP LICENSE:

That certain Intellectual Property License Agreement dated as of November 1, 2023, by and among MapCo Express, Inc., a Delaware corporation, as Licensor, and Green MXA, LLC, a Delaware limited liability company, and Green MXA Operating, LLC, a Delaware limited liability company, collectively as Licensee, which such Intellectual Property License Agreement grants a license in the following intellectual property:

**Registered Trademarks:**

MARK	SERIAL NO. / REG. NO. / JURISDICTION	FILING DATE / REG. DATE	OWNER OF RECORD	STATUS
ML ENERGY TRANSPORT	87/486,111 5,390,348 US	06/13/2017 01/30/2018	ML Energy Transportation, LLC	Registered
BETTER BREAK	88/583,789 6,834,340 US	08/19/2019 08/30/2022	MAPCO Express, Inc.	Registered
A BETTER BREAK	88/554,953 6,834,334 US	07/31/2019 08/30/2022	MAPCO Express, Inc.	Registered
	88/554,901 5,967,561 US	07/31/2019 01/21/2020	MAPCO Express, Inc.	Registered
MAPCO GIVEBACK	88/490,288 5,960,042 US	06/26/2019 0/14/2020	MAPCO Express, Inc.	Registered
	88/356,677 5,879,214 US	03/26/2019 10/08/2019	MAPCO Express, Inc.	Registered
	88/356,601 5,879,213 US	03/26/2019 10/08/2019	MAPCO Express, Inc.	Registered
	88/233,856 5,800,265 US	12/8/2018 07/09/209	MAPCO Express, Inc.	Registered

MARK	SERIAL NO. / REG. NO. / JURISDICTION	FILING DATE / REG. DATE	OWNER OF RECORD	STATUS
VICTORY FUELS	87/148,904 5,344,045 US	08/24/2016 11/28/2017	MAPCO Express, Inc.	Registered
CONVENIENCE YOU CAN TRUST	87/793,690 5,597,590 US	02/12/2018 10/30/2018	MAPCO Express, Inc.	Registered
THINGS JUST GOT GOOD	87/180,448 5,171,616 US	09/22/2016 03/28/2017	MAPCO Express, Inc.	Registered
	87/18,0456 5,730,672 US	09/22/2016 04/23/2019	MAPCO Express, Inc.	Registered
FEEL GOOD	87/180,435 N/A US	09/22/2016 N/A	MAPCO Express, Inc.	Pending Application
	86/406,821 5,013,505 US	09/26/2014 08/02/2016	MAPCO Express, Inc.	Registered
GOOD LIVIN'	86/976,991 5,000,203 US	03/28/2014 07/12/2016	MAPCO Express, Inc.	Registered
GOOD LIVIN'	86/234,967 4,998,714 US	03/28/2014 07/12/2016	MAPCO Express, Inc.	Registered
	86/976,983 5,014,717 US	09/26/2014 08/02/2016	MAPCO Express, Inc.	Registered
	85/592,721 4,386,371 US	04/09/2012 08/20/2013	MAPCO Express, Inc.	Registered
MY REWARDS\$	85/594,943 4,690,532 US	04/11/2012 02/24/2015	MAPCO Express, Inc.	Registered
	76/587,636 3,104,424 US	04/19/2004 06/13/2006	MAPCO Express, Inc.	Registered



MARK	SERIAL NO. / REG. NO. / JURISDICTION	FILING DATE / REG. DATE	OWNER OF RECORD	STATUS
FLEET ADVANTAGE	76/570,815 3,098,571 US	01/13/2004 05/30/2006	MAPCO Express, Inc.	Registered
MAPCO	76/667,859 3,374,682 US	10/23/2006 01/29/2008	MAPCO Express, Inc.	Registered
EAST COAST	75/023,205 2,000,128 US	11/22/1995 09/10/1996	MAPCO Express, Inc.	Registered
	73/630,583 1,486,471 US	11/17/1986 04/26/1988	MAPCO Express, Inc.	Registered
	73/391,934 1,269,492 US	09/29/1982 03/06/1984	MAPCO Express, Inc.	Registered
FAVORITE MARKET	73/391,933 1,269,491 US	09/29/1982 03/06/1984	MAPCO Express, Inc.	Registered

**Trade Names:**

Entity	Foreign Registrations	Fictitious Names
MAPCO Express, Inc.	Arkansas	MAPCO Mart
	Kentucky	MAPCO Mart, Delta Express
	Mississippi	MAPCO Mart
	Tennessee	Delta Express, Favorite Market, MAPCO Mart
	Alabama	MAPCO Mart, Delta Express, Favorite Market

**Copyright:**

1. "Sell-It", Registration no. TXu001001521, owned by MAPCO Express, Inc.