

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM870339

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gascard Partners, L.P.		06/06/2023	Limited Partnership: TEXAS
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: 3			
Property Type	Number	Word Mark	
Registration Number:	3697461	GASCARD	
Registration Number:	3697462	GASCARD	
Registration Number:	6297842	GASCARD	
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		
Address Line 1:	3333 Piedmont Road NE, Suite 2500		
Address Line 4:	Atlanta, GEORGIA 30305		
ATTORNEY DOCKET NUMBER:	140344.020000		
NAME OF SUBMITTER:	Joel R. Feldman		
SIGNATURE:	/jrf/		
DATE SIGNED:	01/23/2024		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment”), effective as of June 6, 2023, is made by Gascard Partners, L.P., a Texas limited partnership (“Gascard Partners”) in favor of GPM Empire, LLC, a Delaware limited liability company (“GPME”).

WHEREAS, (i) WTG Fuels Holdings, LLC, a Delaware limited liability company, WTG Fuels, LLC, a Texas limited liability company and Gascard Partners, as sellers, and (ii) GPME and GPM Southeast, LLC, a Delaware limited liability company, as buyers, among other parties, are parties to that certain Asset Purchase Agreement dated as of December 6, 2022 (as amended, modified and/or restated from time to time, the “Asset Purchase Agreement”); and

WHEREAS, under the terms of the Asset Purchase Agreement, Gascard Partners has conveyed, transferred, and assigned to GPME, among other assets, certain intellectual property of Gascard Partners, 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, Gascard Partners hereby irrevocably conveys, transfers, and assigns to GPME, and GPME hereby accepts, all of Gascard Partners' right, title, and interest in and to the following:

(i) the trademark registrations set forth on Schedule 1 attached hereto and all issuances, extensions, and renewals thereof (the “GPME Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the GPME Assigned Trademarks;

(ii) all rights of any kind whatsoever of Gascard Partners accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(iii) 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

(iv) 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. Gascard Partners 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 GPME. Following the date hereof, upon GPME's reasonable request, Gascard Partners shall take such steps and actions, and provide such cooperation and assistance to GPME 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 GPME Assigned Trademarks to GPME, as applicable, 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.

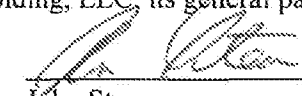
5. Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws of the State of Texas and it and all matters arising out of the transactions contemplated hereby or related thereto shall be governed, construed and interpreted in all respects according to the laws of the State of Texas, without reference to principles of conflicts of law thereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, GPME and Gascard Partners have duly executed and delivered this Trademark Assignment as of the date first written above.

GASCARD PARTNERS, L.P.,
a Texas limited partnership

By: DMH Holding, LLC, its general partner

By: 
Name: John Steen
Title: Chief Executive Officer

GPM EMPIRE, LLC,
a Delaware limited liability company

By: _____
Name: Arie Kotler
Title: CEO

By: _____
Name: Eyal Nuchamovitz
Title: EVP

[Signature Page to Trademark Assignment Agreement (Gascard)]

TRADEMARK
REEL: 008323 FRAME: 0926


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By: DMH Holding, LLC, its general partner

By: _____
Name: John Steen
Title: Chief Executive Officer

GPM EMPIRE, LLC,
a Delaware limited liability company

By:  _____
Name: Arie Kotler
Title: CEO

By:  _____
Name: Eyal Nuchamovitz
Title: EVP

SCHEDULE 1

Assigned Trademarks

Registered Trademarks

<u>Trademark</u>	<u>Serial No</u>	<u>Registration No</u>	<u>Registration Date</u>
GASCARD (Stylized Word) Service Mark – (“GAS CARD” logo)	77288495	3697461	October 20, 2009
GASCARD (Word) Service Mark – (GASCARD standard characters)	77288543	3697462	October 20, 2009
GASCARD (Standard Character New Classes)	88421160	6297842	March 23, 2021