

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM870346

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WTG Fuels, LLC	FORMERLY WTG Fuels, Inc.	06/06/2023	Limited Liability Company: TEXAS
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:	5170709	UNCLE'S	
Registration Number:	5170896	UNCLE'S	
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 WTG Fuels, LLC, a Texas limited liability company and successor by conversion to WTG Fuels, Inc., a Texas corporation (“WTG Fuels”) in favor of GPM Southeast, LLC, a Delaware limited liability company (“GPMSE”).

WHEREAS, (i) WTG Fuels Holdings, LLC, a Delaware limited liability company, WTG Fuels and Gascard Partners, L.P., a Texas limited partnership, as sellers, and (ii) GPMSE and GPM Empire, 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, WTG Fuels has conveyed, transferred, and assigned to GPMSE, among other assets, certain intellectual property of WTG Fuels, 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, WTG Fuels hereby irrevocably conveys, transfers, and assigns to GPMSE, and GPMSE hereby accepts, all of WTG Fuels' 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 “GPMSE Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the GPMSE Assigned Trademarks;

(ii) all rights of any kind whatsoever of WTG Fuels 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. WTG Fuels 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 GPMSE. Following the date hereof, upon GPMSE's reasonable request, WTG Fuels shall take such steps and actions, and provide such cooperation and assistance to GPMSE 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 GPMSE Assigned Trademarks to GPMSE, 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, GPMSE and WTG Fuels have duly executed and delivered this Trademark Assignment as of the date first written above.

WTG FUELS, LLC,
a Texas limited liability company

By: _____
Name: Andrew Reed
Title: Manager, President and Chief
Financial Officer

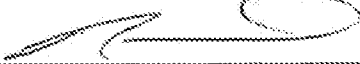
GPM SOUTHEAST, LLC,
a Delaware limited liability company

By:  _____
Name: Arie Kotler
Title: CEO

By:  _____
Name: Eyal Nuchamovitz
Title: EVP

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WTG FUELS, LLC,
a Texas limited liability company

By: 
Name: Andrew Reed
Title: Manager, President and Chief
Financial Officer

GPM SOUTHEAST, LLC,
a Delaware limited liability company

By: _____
Name: Arie Kotler
Title: CEO

By: _____
Name: Eyal Nuchamovitz
Title: EVP

[Signature Page to Trademark Assignment Agreement (Uncles)]

SCHEDULE 1

Assigned Trademarks

Registered Trademarks

<u>Trademark</u>	<u>Serial No</u>	<u>Registration No</u>	<u>Registration Date</u>
UNCLE'S (Standard Character) Service Mark	87142774	5170709	March 28, 2017
UNCLE'S (Logo) Service Mark	87145865	5170896	March 28, 2017