

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: TMI124604

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		03/26/2024	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Company Name:	Pilot Travel Centers LLC
Street Address:	5508 Lonas Road
City:	Knoxville
State/Country:	TENNESSEE
Postal Code:	37909
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 62

Property Type	Number	Word Mark
Registration Number:	3264767	CRAZEE ABOUT COFFEE.
Registration Number:	3339914	CRAZEE ABOUT COFFEE.
Registration Number:	3031975	CRAZY ABOUT COFFEE
Registration Number:	3339915	
Registration Number:	3294928	FUEL N-GO
Registration Number:	1440835	PILOT
Registration Number:	662777	PILOT
Registration Number:	1329189	PILOT
Registration Number:	2232991	PILOT FOOD MARTS
Registration Number:	2232992	PILOT FOOD MARTS
Registration Number:	3424157	PILOT FUEL AND GO!
Registration Number:	3446478	PILOT GOOD TO GO!
Registration Number:	2232994	PILOT TRAVEL CENTERS
Registration Number:	2242056	PILOT TRAVEL CENTERS
Registration Number:	3044805	PILOT TRUCK CARE CENTER
Registration Number:	3490807	TRUCKERS FOR TOTS
Registration Number:	3053494	PLAZA TV
Registration Number:	3027142	SCAN & GO
Registration Number:	2018173	COUNTRY MARKET RESTAURANT & BUFFET

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2919350	TOUREWARDS
Registration Number:	3960033	FREQUENT FUELER
Registration Number:	3960026	FREQUENT FUELER
Registration Number:	4031169	FREQUENT FUELER ADVANTAGE
Registration Number:	4193467	LIFE JUST GOT EASIER. ONE SWIPE ONE CARD ONE PUMP
Registration Number:	4352494	MYREWARDS
Registration Number:	4046487	PILOT FLYING J J
Registration Number:	4175733	PILOT TRAVEL CENTERS LLC FLYING J
Registration Number:	4156009	TOP IT OFF EVERY TIME.
Registration Number:	4208005	TOP IT OFF EVERY TIME. MORE PUMPS, MORE LOCATIONS, MORE SAVINGS.
Registration Number:	5586927	FLEETLINE
Registration Number:	4839991	FUELBOOK
Registration Number:	5581224	FUELING LIFE'S JOURNEYS
Registration Number:	4790647	FUELPACT
Registration Number:	5085316	MYPILOT
Registration Number:	5406535	PATHWAY
Registration Number:	5182968	PHILBRRR
Registration Number:	4924132	PHILMOR
Registration Number:	5476274	PILOT EXPRESS
Registration Number:	5413904	PILOT FLYING J TRUCK CARE
Registration Number:	5314826	PJ FRESH
Registration Number:	5620072	PJ FRESH MARKETPLACE QUALITY HOMESTYLE FOODS
Registration Number:	5336255	PRIME PARKING
Registration Number:	5502665	ROAD WARRIOR
Registration Number:	4865617	ROAD WARRIOR
Registration Number:	5145165	SHOWER POWER
Registration Number:	5092707	THUNGRY?
Registration Number:	4917054	TRAVELWELL WITH PILOT AND FLYING J TRAVEL CENTERS
Registration Number:	5265501	BEST COFFEE ON THE INTERSTATE
Serial Number:	87952953	BUNKERHILL
Serial Number:	87953013	BUNKERHILL TRADING
Serial Number:	88401582	FUEL GUIDE
Serial Number:	88662114	FUELWISE
Serial Number:	87952940	GREENAMERICA
Serial Number:	87953074	GREENAMERICA BIOFUEL
Serial Number:	88412143	ONE 9 FUEL NETWORK
Serial Number:	88193492	PILOT FLYING J
Serial Number:	88336465	PILOT FLYING J TRUCK CARE

TRADEMARK

REEL: 008390 FRAME: 0465

Property Type	Number	Word Mark
Serial Number:	88411133	PILOT FLYING J TRUCK CARE FLEET CENTER
Serial Number:	88479420	PILOT WATER SOLUTIONS
Serial Number:	87952904	SARATOGA
Serial Number:	87953058	SARATOGA RACK MARKETING
Serial Number:	88411092	TRUCK CARE FLEET CENTER

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: +1(415)591-1000

Email: TrademarksCH@winston.com

Correspondent Name: Becky L. Troutman

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	003165.07056
NAME OF SUBMITTER:	MARK PARNABY
SIGNATURE:	MARK PARNABY
DATE SIGNED:	04/05/2024

Total Attachments: 7

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (“**Release**”), is made and effective as of March 26, 2024 and granted by BANK OF AMERICA, N.A., as Administrative Agent (the “**Grantee**”), located at 555 California Street, 4th Floor, San Francisco, CA 94104 in favor of PILOT TRAVEL CENTERS LLC, a Delaware limited liability company, and its successors, legal representatives and assignees (collectively, the “**Grantor**”).

WHEREAS, Grantor entered into (a) that certain Collateral Agreement, dated as of October 8, 2008 (as amended, restated, amended and restated, modified, extended, restated, replaced or supplemented or otherwise modified from time to time prior to the date hereof, the “**2008 Collateral Agreement**”), (b) that certain Collateral Agreement, dated as of June 30, 2010 (as amended, restated, amended and restated, modified, extended, restated, replaced or supplemented or otherwise modified from time to time prior to the date hereof, the “**First Collateral Agreement**”), (c) that certain Second Amended and Restated Collateral Agreement, dated as of October 3, 2014 (as amended, restated, amended and restated, modified, extended, restated, replaced or supplemented or otherwise modified from time to time prior to the date hereof, the “**Second A&R Collateral Agreement**”) and (d) that certain Third Amended and Restated Collateral Agreement, dated as of December 18, 2019 (as amended, restated, amended and restated, modified, extended, restated, replaced or supplemented or otherwise modified from time to time prior to the date hereof, the “**Third A&R Collateral Agreement**” and, together with the 2008 Collateral Agreement, the First Collateral Agreement and the Second A&R Collateral Agreement, the “**Collateral Agreements**”), with Grantee;

WHEREAS, in connection with the 2008 Collateral Agreement, the Grantor executed and delivered to Grantee that certain Notice of Grant of Security Interest in Trademarks, dated as of October 8, 2008 (the “**2008 Trademark Security Agreement**”);

WHEREAS, in connection with the First Collateral Agreement, the Grantor executed and delivered to Grantee that certain Notice of Grant of Security Interest in Trademarks, dated as of June 30, 2010 (the “**2010 Trademark Security Agreement**”);

WHEREAS, in connection with the Second A&R Collateral Agreement, the Grantor executed and delivered to Grantee that certain Notice of Grant of Security Interest in Trademarks, dated as of October 3, 2014 (the “**2014 Trademark Security Agreement**”);

WHEREAS, in connection with the Third A&R Collateral Agreement, the Grantor executed and delivered to Grantee that certain Notice of Grant of Security Interest in Trademarks, dated as of December 18, 2019 (the “**2019 Trademark Security Agreement**” and, together with the 2008 Trademark Security Agreement, the 2010 Trademark Security Agreement and the 2014 Trademark Security Agreement, the “**Trademark Security Agreements**”);

WHEREAS, pursuant the Trademark Security Agreements, the Grantor pledged and granted to Grantee a security interest in and to all of the right, title and interest of the Grantor in, to and under the Grantor's trademarks and trademark applications set forth on Schedule 1 attached hereto (the "**Trademark Collateral**");

WHEREAS, the 2008 Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 3867/ Frame 0526 on October 8, 2008;

WHEREAS, the 2010 Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 4285/ Frame 0071 on September 28, 2010;

WHEREAS, the 2014 Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 5378/ Frame 0642 on October 9, 2014;

WHEREAS, the 2019 Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 6827/ Frame 0205 on December 27, 2019; and

WHEREAS, the Grantor has requested that Grantee execute this Release in order to accomplish and evidence the release and reassignment of any and all right, title and interest Grantee may have in the Trademark Collateral pursuant to the Trademark Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby states as follows:

1. Release of Security Interests. Grantee, its successors, legal representatives and assigns, terminates, releases and discharges any and all liens and its security interest in, to and under the Trademark Collateral, and all other right, title, and interest in and to the Trademark Collateral, including the trademarks referred to on Schedule 1 hereto, and reassigns to the Grantor any and all such right, title and interest that it may have in the Trademark Collateral.
2. Further Assurances. Grantee agrees to execute, acknowledge, procure and deliver to the Grantor any and all further documents or instruments and do any and all further acts which the Grantor (or its respective agents, designees or assignees) reasonably request in order to confirm, effectuate or record this Release and the Grantor's (or its assignees') right, title and interest in and to the Trademark Collateral.
3. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signatures attached].

IN WITNESS WHEREOF, Grantee has caused this Release of Trademark Security Interest to be executed and delivered by its duly authorized officer as of the date first set forth above.









BANK OF AMERICA, N.A., as
Grantee






By: 
Name: Jeffrey B. Coakson
Title: SVP

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date</u>
3264767	CRAZEE ABOUT COFFEE (Stylized) 	7/17/07
3339914	CRAZEE ABOUT COFFEE and Design 	11/20/07
3031975	CRAZY ABOUT COFFEE	12/20/05
3339915	Design Only 	11/20/07
3294928	FUEL N-GO and Design 	9/18/07
1440835	PILOT	5/26/87
0662777	PILOT (Stylized) 	6/10/58
1329189	PILOT and Design 	4/9/85
2232991	PILOT FOOD MARTS and Design 	3/16/99
2232992	PILOT FOOD MARTS and Design 	3/16/99

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date</u>
3424157	PILOT FUEL & GO! and Design Pilot <i>fuel and go!</i>	5/6/08
3446478	PILOT GOOD TO GO!	6/10/08
2232994	PILOT TRAVEL CENTERS and Design 	3/16/99
2242056	PILOT TRAVEL CENTERS and Design 	4/27/99
3044805	PILOT TRUCK CARE CENTER and Design 	1/17/06
3490807	TRUCKERS FOR TOTS	8/19/08
3053494		7/14/2004
3027142		5/14/2004
2018173	COUNTRY MARKET RESTAURANT & BUFFET	11/19/2006
2919350	TOUREWARDS	12/26/2001
3960033	Frequent Fueler	5/10/2011
3960026	Frequent Fueler	5/10/2011
4031169	Frequent Fueler Advantage (and Design)	9/27/2011
3294928	Fuel N-GO (and Design)	9/18/2007

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date</u>
4193467	Life Just Got Easier, One Swipe One Card One Pump	8/21/2012
4352494	MyRewards (and Design)	6/18/2013
1440835	Pilot	5/26/2007
1329189	Pilot (and Design)	4/9/2005
662777	Pilot (Stylized)	6/10/2008
4046487	Pilot Flying J J (and Design)	10/25/2011
2232992	Pilot Food Marts (and Design)	3/16/2009
2232991	Pilot Food Marts (and Design)	3/16/2009
3424157	Pilot Fuel and Go! (and Design)	5/6/2008
3446478	Pilot Good to Go!	6/10/2008
2242056	Pilot Travel Centers (and Design)	4/27/2009
2232994	Pilot Travel Centers (and Design)	3/16/2009
4175733	Pilot Travel Centers LLC Flying J (and Design)	7/17/2012
3044805	Pilot Truck Care Center (and Design)	1/17/2006
4156009	Top It Off Every Time	6/5/2012
4208005	Top It Off Every Time. More Pumps, More Locations, More Savings.	9/11/2012
5,586,927	FLEETLINE	10/16/2018
4,839,991	FUELBOOK & Design	10/27/2015
5,581,224	FUELING LIFE'S JOURNEYS	10/9/2018
4,790,647	FUELPACT	8/11/2015
5,085,316	MYPILOT	11/22/2016
4,352,494	MYREWARDS Logo - with color claim (filed Pro Se on Supplemental Register - Ex. Amd - to Principal Reg. 6/20/12)	6/18/2013
5,406,535	PATHWAY	2/20/2018
5,182,968	PHILBRRR	4/11/2017
4,924,132	PHILMOR	3/22/2016
5,476,274	PILOT EXPRESS	5/22/2018
5,413,904	PILOT FLYING J TRUCK CARE	2/27/2018
5,314,826	PJ FRESH	10/24/2017
5,620,072	PJ FRESH Design	12/4/2018
5,336,255	PRIME PARKING	11/14/2017
5,502,665	ROAD WARRIOR	6/26/2018
4,865,617	ROAD WARRIOR Design	12/8/2015
5,145,165	SHOWER POWER	2/21/2017
5,092,707	THUNGRY? (amended 10/18/16 - adding question mark)	11/29/2016
4,917,054	TRAVELWELL Design	3/15/2016

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date</u>
5265501	BEST COFFEE ON THE INTERSTATE!	8/15/2017
662777	PILOT	6/10/1958
1329189	PILOT	4/9/1985
1440835	PILOT	5/26/1987
3044805	PILOT TRUCK CARE CENTER	1/17/2006

United States Trademark Applications:

<u>Application No.</u>	<u>Description of Trademark Item</u>	<u>Application Date</u>
87/952,953	BUNKERHILL	6/7/2018
87/953,013	Bunkerhill Trading Logo	6/7/2018
88/401,582	FUELGUIDE	4/25/2019
88/662,114	FUELWISE	10/21/2019
87/952,940	GREENAMERICA	6/7/2018
87/953,074	Greenamerica logo	6/7/2018
88/412,143	ONE 9 FUEL NETWORK DESIGN	5/2/2019
88/193,492	PILOT FLYING J	11/14/2018
88/336,465	PILOT FLYING J TRUCK CARE Design	3/12/2019
88/411,133	PILOT FLYING J TRUCK CARE FLEET CENTER Design	5/1/2019
88/479,420	PILOT WATER SOLUTIONS	6/19/2019
87/952,904	SARATOGA	6/7/2018
87/953,058	Saratoga logo	6/7/2018
88/411,092	Truck Care Fleet Center Design	5/1/2019