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TRADEMARKS ONLY

FORM PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

REC

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS:

Please record the attached original documents or copy thereof.

ATTORNEY DOCKET NO.: 13103. 3003

1. Name of conveying party:

Clark Retail Enterprises, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation -- State: Delaware
- Other

Additional names of conveying parties attached?

YES NO

2. Name and address of receiving party:

Name: Mansfield Oil Company of Gainesville, Inc.

Street Address: 1025 Airport Parkway, SW

City: Gainesville

State: Georgia

Zip: 30501

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation -- State: Georgia
- Other

If Assignee is not domiciled in the United States, a domestic representative designation is attached:

YES NO

Additional name(s) and address(es) attached?

YES NO

3. Nature of conveyance:

<input checked="" type="checkbox"/>	Assignment	<input type="checkbox"/>	Merger	<input type="checkbox"/>	Other
<input type="checkbox"/>	Security Agreement	<input type="checkbox"/>	Change of Name	<input type="checkbox"/>	

Execution Date: December 21, 1999

Effective Date: December 27, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s):

B. Trademark Registration No.(s):981,750

Additional numbers attached? YES NO

5. Name and address of party to whom correspondence concerning document should be mailed:

William H. Needle
NEEDLE & ROSENBERG, P.C.
Suite 1200, The Candler Building
127 Peachtree Street, N.E.
Atlanta, Georgia 30303-1811
(404) 688-0770

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$65.00

Enclosed

Authorized to be charged to Deposit Account.

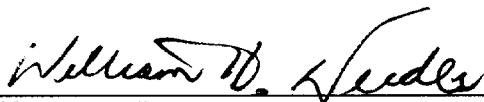
 The Commissioner is hereby authorized to charge any additional fees which may be required, or
 credit any overpayment, to Deposit Account No. 14-0629.

8. Deposit account number: 14-0629

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(Attach duplicate copy of this form if paying by deposit account)

9. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

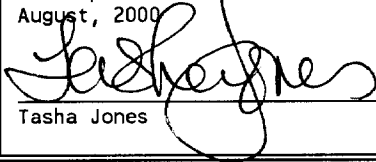


8-18-00
Date

William H. Needle

Total Number of Pages Including Cover Sheet, Attachments, and Document: 5

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: BOX ASSIGNMENT, Assistant Commissioner for Trademarks, Washington, D.C. 20231, on this 18th day of August, 2000



8/18/00
Date

Tasha Jones

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made and entered into by and between Clark Retail Enterprises, Inc., a Delaware corporation whose principal place of business is 800 Roosevelt, Glen Ellyn, Illinois 60137 ("Assignor"), and Mansfield Oil Company of Gainesville, Inc., a Georgia corporation whose principal place of business is 1025 Airport Parkway, SW, Gainesville, GA 30501 ("Assignee").

WHEREAS, Assignor is the owner of all right, title, and interest in and to the trademark HOP-IN FOOD STORES (and Design) and the registration therefor, U.S. Patent and Trademark Office Registration No. 0981750 ("the Mark"); and

WHEREAS, Assignee desires to purchase, and Assignor desires to sell, all right, title and interest in and to the Mark, together with all of the good will associated with the Mark, and the right to enforce the Mark for past infringement and collect damages therefor.

NOW, THEREFORE, for and in consideration of the sum of One Hundred Thousand Dollars (\$100,000) ("Purchase Price"), together with the mutual promises set forth below, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

I. ASSIGNMENT

Assignor does hereby sell, assign, and transfer to Assignee the entire right, title and

interest in and to the Mark, together with the goodwill of the business connected with the use of and symbolized by the Mark, and the right to enforce the Mark for past infringement and collect damages therefor.

II. PAYMENT

Assignee will transmit to Assignor a check for the Purchase Price within ten (10) days of the date of execution by the second party hereto (the "Effective Date").

III. REPRESENTATIONS AND WARRANTIES

Assignor hereby represents and warrants it that holds clear title to the Mark, that the Mark is valid and enforceable and has not been abandoned, and that Assignor has the right to assign the Mark, free of the claims of any other person.

IV. REMEDIES

If Assignor breaches any representation or warranty made in Part II, *supra*, Assignee will be entitled to a refund of the entire Purchase Price for the Mark as its sole remedy.

V. DIVISIBILITY

If any portion of this Agreement is held to be invalid or unenforceable, it will not affect the rights or obligations or enforceability of the remaining portions of this Agreement.

VI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the matters within the scope of the Agreement and supersedes all oral or written representations or written agreements between the parties with respect to these matters. The parties may only modify this Agreement in a signed writing that expressly modifies this Agreement.

VII. APPLICABLE LAW

This Agreement is governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date specified above.

CLARK RETAIL ENTERPRISES, INC.

MANSFIELD OIL COMPANY OF
GAINESVILLE, INC.

By: 

By: 

Name: Deborah C. Paskin

Name: Michael Mansfield

Title: EVP and CAO

Title: President

Date: 12/21/99

Date: 12-27-99