

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385577

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QSL Intellectual Properties Corp.		04/20/2016	Corporation: DELAWARE
Quaker Steak and Lube Franchising Corporation		04/20/2016	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	TA Operating LLC		
Street Address:	24601 Center Ridge Road		
Internal Address:	Suite 300		
City:	Westlake		
State/Country:	OHIO		
Postal Code:	44145		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	2771489	AIN'T NO SECRET ... IT'S THE SAUCE!!	
Registration Number:	2544689	ARIZONA RANCH	
Registration Number:	4205359	BAR JAR	
Registration Number:	1343388	BAVARIAN FUN FEST	
Registration Number:	2788571	BUCKEYE BBQ	
Registration Number:	2555610	GOLDEN GARLIC	
Registration Number:	2810118	LEADED LUBE-N-ADE	
Registration Number:	2943925	LOUISIANA LICKERS	
Registration Number:	4742660	LUBE LOYALTY	
Registration Number:	4157577	LUBEBUGER	
Registration Number:	4163972	MAGNA FRIES	
Registration Number:	2771494	MUNCH BUCKET OF BOLTS	
Registration Number:	2285610	ONTENNA	
Registration Number:	2771492	PHIL-M-UP	
Registration Number:	4034473	PICK-UP WINGO WINDOW	
Registration Number:	1130163	QUAKER STEAK & LUBE	

CH \$615.00 2771489

Property Type	Number	Word Mark
Registration Number:	3536015	QUAKER STEAK & LUBE BEST WINGS USA
Registration Number:	2083548	QUAKER STEAK & WINGS
Serial Number:	86689361	REVVED-UP REWARDS
Registration Number:	4026171	SPRINTSTER
Registration Number:	4026172	THAI 'R' CRACKER
Registration Number:	2880832	THE LUBE
Registration Number:	2859510	THUNDER ALLEY
Registration Number:	2771490	WING-O-METER

CORRESPONDENCE DATA

Fax Number: 3125693000
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: 3125691458
Email: linda.prainito@dbr.com
Correspondent Name: Drinker Biddle & Reath LLP
Address Line 1: 191 North Wacker Drive, Suite 3700
Address Line 2: c/o Kenneth K. Dort, Esq.
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	533744
NAME OF SUBMITTER:	Kenneth K. Dort
SIGNATURE:	/Kenneth K. Dort/
DATE SIGNED:	05/25/2016

Total Attachments: 14

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the “**Assignment**”) is entered into as of April 20, 2016 by and between Lube Aggregator, Inc., a Delaware corporation (“**Parent**”), Lube Holdings, Inc., a Delaware corporation (the “**Company**”) and each of their respective direct or indirect subsidiaries listed on the signature page to this Assignment (together with Parent and the Company, each an “**Assignor**” and collectively the “**Assignors**”), and TA Operating LLC, a Delaware limited liability company (together with its successors and permitted assigns, the “**Assignee**”).

WHEREAS, Assignors have adopted, used and are using the trademarks listed on Schedule A hereto (hereinafter, the “**Marks**”), and own all right, title and interest in and to the Marks, including the goodwill associated therewith; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Marks, including the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignors hereby assign to Assignee all of Assignors’ worldwide right, title and interest in and to the Marks, including any and all applications and registrations therefor, and including the goodwill of the business symbolized thereby, and all rights to sue, bring actions and recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses of the Marks.

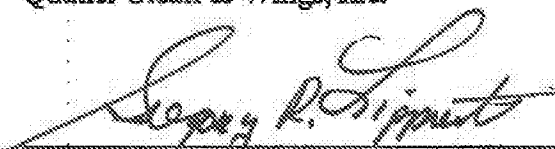
2. Assignors authorize and request the respective local Registrars of Trademarks or other legal trademark authorities to record Assignee as the owner of the entire right, title and interest in and to the Marks, for the sole use and enjoyment of Assignee.

[signature page follows]

IN WITNESS WHEREOF, Assignors and Assignee, intending to be legally bound hereby, have executed and delivered this Assignment on the date first written above.

Assignors:

Lube Aggregator, Inc.
Lube Holdings, Inc.
Quaker Steak and Lube Franchising Corporation
QSL Intellectual Properties Corp.
QSL Sauces, Inc.
Best Wings USA, Inc.
QSL of Independence Ohio, Inc.
QSL of Sheffield, Inc.
QSL of Vermillion, Inc.
QSL of Wheeling, Inc.
QSL of Lakewood, Inc.
QSL of Springfield Realty, Inc.
QSL Richardson, Inc.
QSL of Medina, Inc.
QSL of Medina Realty
QSL of Warren, Inc.
QSL of Newport News, Inc.
QSL of Harrisonburg, Inc.
Quaker Steak & Wings, Inc.


Name: Gregory R. Lippert
Title: President / CEO

Assignee:

TA Operating LLC

Name:
Title:

IN WITNESS WHEREOF, Assignors and Assignee, intending to be legally bound hereby, have executed and delivered this Assignment on the date first written above.

Assignors:

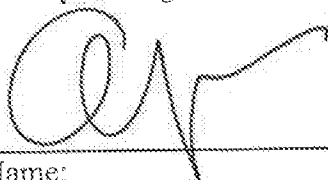
Lube Aggregator, Inc.
Lube Holdings, Inc.
Quaker Steak and Lube Franchising Corporation
QSL Intellectual Properties Corp.
QSL Sauces, Inc.
Best Wings USA, Inc.
QSL of Independence Ohio, Inc.
QSL of Sheffield, Inc.
QSL of Vermilion, Inc.
QSL of Wheeling, Inc.
QSL of Lakewood, Inc.
QSL of Springfield Realty, Inc.
QSL Richardson, Inc.
QSL of Medina, Inc.
QSL of Medina Realty
QSL of Warren, Inc.
QSL of Newport News, Inc.
QSL of Harrisonburg, Inc.
Quaker Steak & Wings, Inc.

Name:

Title:

Assignee:

TA Operating LLC



Name:

Title:

Mark R. Young
EVP & General Counsel

Schedule A

US TRADEMARKS:

MARK	COUNTRY	OWNER	STATUS	SERIAL #	REGISTRATION #	DATE OF REGISTRATION
QUAKER STEAK & LUBE	United States	QSL Intellectual Properties Corp	Registered	73/186,984	1,130,163	01/29/1980 Renewed 1/29/2010
ONTENNA	United States	QSL Intellectual Properties Corp	Registered	75/596,637	2,285,610	10/12/1999 Renewed 10/12/2009
GOLDEN GARLIC	United States	QSL Intellectual Properties Corp	Registered	76/224,688	2,555,610	04/02/2002 Renewed 4/12/2010
ARIZONA RANCH	United States	QSL Intellectual Properties Corp	Registered	76/224,690	2,544,689	03/05/2002 Renewed 3/05/2012
LEADED LUBE-N-ADE	United States	QSL Intellectual Properties Corp	Registered	76/477,950	2,810,118	02/03/2004 Renewed 9/18/2013
THUNDER ALLEY	United States	QSL Intellectual Properties Corp	Registered	76/477,828	2,859,510	07/06/2004 Renewed 6/14/2014
AIN'T NO SECRET IT'S THE SAUCE	United States	QSL Intellectual Properties Corp	Registered	76/477,829	2,771,489	10/07/2003 Renewed 8/15/2013
WING-O-METER	United States	QSL Intellectual Properties Corp	Registered	76/477,830	2,771,490	10/07/2003 Renewed 9/18/2013
PHIL-M-UP	United States	QSL Intellectual Properties Corp	Registered	76/477,951	2,771,492	10/07/2003 Renewed 3/25/2013
BUCKEYE BBQ	United States	QSL Intellectual Properties Corp	Registered	76/477,953	2,788,571	12/02/2003 Renewed 3/25/2013
LOUISIANA LICKERS	United States	QSL Intellectual Properties Corp	Registered	78/400,034	2,943,925	04/26/2005 Renewed 6/27/2014
QUAKER STEAK & WINGS	United States	QSL Intellectual Properties Corp	Registered	75/108,588	2,083,548	07/29/97 Renewed 07/29/2007
MUNCH BUCKET OF BOLTS	United States	QSL Intellectual Properties Corp	Registered	76/477,955	2,771,494	10/07/2003 Renewed 3/25/2013
THE LUBE	United States	QSL Intellectual Properties Corp	Registered	76/493,983	2,880,832	09/07/2004 Renewed 6/26/2014
QUAKER STEAK & LUBE BEST WINGS USA	United States	QSL Intellectual Properties Corp	Registered	77/241,753	3,536,015	11/25/2008
SPRINTSTER	United States	QSL Intellectual Properties Corp	Registered	85/247,807	4,026,171	09/13/2011
PICK-UP WINGO WINDOW	United States	QSL Intellectual Properties Corp	Registered	85/247,812	4,034,473	10/04/2011
THAI 'R' CRACKER	United States	QSL Intellectual Properties Corp	Registered	85/247,813	4,026,172	09/13/2011
MAGNA FRIES	United States	QSL Intellectual Properties Corp	Registered	85/448,098	4,163,972	6/26/2012
LUBEBURGER	United States	QSL Intellectual Properties Corp	Registered	85/448,094	4,157,577	6/12/2012
BAR JAR	United States	QSL Intellectual Properties Corp	Registered	85/530,836	4,205,359	9/11/2012
BAVARIAN FUN FEST	United States	Quaker Steak & Lube Franchising Corporation	Registered	73/400,541	1,343,388	6/18/1985 Renewed 7/11/2015

MARK	COUNTRY	OWNER	STATUS	SERIAL #	REGISTRATION #	DATE OF REGISTRATION
LUBE LOYALTY	United States	QSL Intellectual Properties Corp	Registered	86/381,178	4,742,660	5/26/2015
REVVED-UP REWARDS	United States	QSL Intellectual Properties Corp	<i>Pending</i>	86/689,361		

FOREIGN TRADEMARKS:

MARK	COUNTRY	OWNER	STATUS	FILE/SERIAL #	REGISTRATION #	DATE OF REGISTRATION
QUAKER STEAK & LUBE BEST WINGS DESIGN	Canada	QSL Intellectual Properties Corp	Registered	1435955	TMA771,970	7/14/2010
QUAKER STEAK & LUBE	Canada	QSL Intellectual Properties Corp	Registered	1303105	TMA757532	1/21/2010
THE LUBE	Canada	QSL Intellectual Properties Corp	Registered	1303116	TMA757232	1/18/2010
QUAKER STEAK & WINGS	Canada	QSL Intellectual Properties Corp	Registered	1303115	TMA758122	1/27/2010
QUAKER STEAK & LUBE	European Union	QSL Intellectual Properties Corp	Registered	974827	974827	8/10/2009
QUAKER STEAK & LUBE	India	QSL Intellectual Properties Corp	Registered	1693788	891846	11/24/2010
QUAKER STEAK & LUBE	Singapore	QSL Intellectual Properties Corp	Registered	T0813300D	974827	5/19/2008
QUAKER STEAK & LUBE	South Africa	QSL Intellectual Properties Corp	Registered	2008/12516		Published 11/25/2009
QUAKER STEAK & LUBE	Turkey	QSL Intellectual Properties Corp	Registered	974827	974827	5/19/2008
QUAKER STEAK & LUBE	Vietnam	QSL Intellectual Properties Corp	Registered	974827	974827	5/19/2008
QUAKER STEAK & LUBE	WIPO Designated countries: CN (refused), EM, SG, TR, VN	QSL Intellectual Properties Corp	Registered	NA	974827	5/19/2008

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AMENDMENT NO. 1 TO ASSET PURCHASE AGREEMENT

This AMENDMENT NO. 1 TO ASSET PURCHASE AGREEMENT (this "Amendment No. 1") is made as of December 15, 2015, by and among TravelCenters of America LLC, a Delaware limited liability company ("Buyer"), and Lube Aggregator, Inc., a Delaware corporation ("Parent"), Lube Holdings, Inc., a Delaware corporation (the "Company") and each of their respective direct or indirect subsidiaries listed on the signature page to that certain Existing Asset Purchase Agreement (as defined below) (together with Parent and the Company, each a "Seller" and collectively the "Sellers"), the Sellers under Case No. 15-52722 in the United States Bankruptcy Court for the Northern District of Ohio (Eastern Division) (the "Bankruptcy Court"). Buyer and Sellers are together referred to herein as the "Parties" and each a "Party". Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below), unless otherwise defined herein.

WITNESSETH:

WHEREAS, the Parties entered into that certain Asset Purchase Agreement, dated as of November 16, 2015 (the "Existing Asset Purchase Agreement");

WHEREAS, Section 12.4 of the Existing Asset Purchase Agreement authorizes the amendment of the Existing Asset Purchase Agreement by a written instrument signed by the Parties;

WHEREAS, the Parties desire to amend the Existing Asset Purchase Agreement pursuant to the below terms (the Existing Asset Purchase Agreement, as amended by this Amendment No. 1 and as may be further amended, restated or otherwise modified, the "Asset Purchase Agreement").

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. The Existing Asset Purchase Agreement shall be amended as follows:
 - 1.1 Section 2.3(q) of the Existing Asset Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“(q) all other Liabilities and obligations for which Buyer does not expressly assume any liability, including without limitation any Liability arising out of or related to any privacy breach or data incident set forth on Schedule 5.6(h) or any other privacy breach or data incident at any Facility, franchise or affiliate location of Sellers, and any Liability listed on Schedule 5.9.”
 - 1.2 Section 5.2(b) of the Existing Asset Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“(b) Except as set forth on Schedule 5.2(b), and subject to the entry of the Sale Order, no consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to any Person or Governmental Body is required on the part of any Seller in connection with the execution and delivery of this Agreement or the Seller Documents, the compliance by any Seller with any of the provisions hereof or thereof, the consummation of the transactions contemplated hereby or thereby or the taking by such Seller of any other action contemplated hereby or thereby, except for such consents, waivers, approvals, Orders, Permits, authorizations, declarations, filings and notifications, the failure of which to obtain or make would not have a Material Adverse Effect on the ownership and operation of the Business.”

1.3 Section 5.6(h) of the Existing Asset Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“(h) Schedule 5.6(h) identifies and generally describes each Database maintained by Sellers in connection with the Business. Sellers have maintained privacy policies available on all website and other end used facing portals that detail Sellers’ privacy policies and practices in connection with the Business (the “Privacy Policies”). Sellers have complied at all times and in all material respects with all of the Privacy Policies and with all applicable Laws pertaining to privacy or the Databases, including with respect to the collection, storage, transmission, transfer (including cross-border transfers), disclosure, destruction and use of personal data. Sellers have adopted and maintain commercially reasonable securities policies with respect to each such Database. Except as set forth on Schedule 5.6(h), no material breach or violation of any such security policy to protect any such Database has occurred or is threatened; and, there has been no unauthorized or illegal use of or access to any of the data or information in any Database or any personally identifiable data held by Sellers.”

1.4 The references to “Section 5.2” and “Section 5.6” in Section 7.1(a) of the Existing Asset Purchase Agreement are hereby deleted.

1.5 The first sentence of Section 7.1(b) of the Existing Asset Purchase Agreement is hereby revised to replace “December 15, 2015” with “December 30, 2015”.

1.6 The first sentence of Section 7.2 of the Existing Asset Purchase Agreement is hereby revised to replace “December 15, 2015” with “January 5, 2016”.

1.7 Section 8.11 of the Existing Asset Purchase Agreement is hereby amended by adding the following sentence to the end of the Section:

“At Buyer’s request, Sellers shall file the appropriate motions with the Bankruptcy Court to effectuate a change in the Bankruptcy Cases’ captions to remove any reference to the Seller Names.”

1.8 Schedule 5.6(a)(i) is hereby replaced in its entirety with Schedule 5.6(a)(i) attached hereto.

2. This Amendment No. 1 shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the choice of law principles of that or any other jurisdiction.

3. All terms and conditions of the Existing Asset Purchase Agreement not amended by this Amendment No. 1 are hereby ratified and confirmed.

4. This Amendment No. 1 may be executed in counterparts (including by facsimile and email), each of which, when executed and delivered, shall be deemed to be an original copy of this Amendment No. 1 and all of which, when taken together, shall constitute one and the same instrument.

5. From and after the date of this Amendment No. 1, any reference to the Asset Purchase Agreement shall be deemed to mean the Asset Purchase Agreement as amended by this Amendment No. 1 and as the same may be further amended, modified or supplemented in accordance with the terms thereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment No. 1 as of the date first above written.

SELLERS:

LUBE AGGREGATOR, INC.
LUBE HOLDINGS, INC.
QUAKER STEAK AND LUBE FRANCHISING
CORPORATION
QSL INTELLECTUAL PROPERTIES CORP.
QSL SAUCES, INC.
BEST WINGS USA, INC.
QSL OF INDEPENDENCE OHIO INC.
QSL OF SHEFFIELD, INC.
QSL OF VERMILION, INC.
QSL OF WHEELING, INC.
QSL OF LAKEWOOD, INC.
QSL OF SPRINGFIELD REALTY, INC.
QSL RICHARDSON, INC.
QSL OF MEDINA, INC.
QSL OF MEDINA REALTY
QSL OF WARREN, INC.
QSL OF NEWPORT NEWS, INC.
QSL OF HARRISONBURG, INC.
QUAKER STEAK & WINGS, INC.

By: 

Name: Gregory R. Lippert

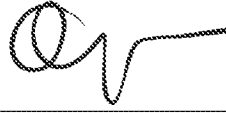
Title: CEO

TRADEMARK

REEL: 005804 FRAME: 0811

BUYER:

TRAVELCENTERS OF AMERICA LLC



By: _____

Name: Mark R. Young

Title: Executive Vice President and General
Counsel

TRADEMARK

REEL: 005804 FRAME: 0812

**Schedule 5.6(a)(i)
Registered Marks**

Quaker Steak & Lube Franchising Corporation

Trademark Report By Title
Search Criteria
Client 16686
Status ACTIVE

Printed: 11/5/2015

COUNTRY	REFERENCE #	FILED	APP #	REG DT	REG #	STATUS	CLASSES
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AIN'T NO SECRET ... IT'S THE SAUCE!!

UNITED STATES	16686.10015	12/5/2002	76/477,829	10/7/2003	2,771,489	REGISTERED	29
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ARIZONA RANCH

UNITED STATES	16686.10005	3/15/2001	76/224,690	3/5/2002	2,544,689	REGISTERED	30
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BAR JAR

UNITED STATES	16686.10041	2/1/2012	85/530,636	9/11/2012	4,205,359	REGISTERED	32, 33
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BAVARIAN FUN FEST

UNITED STATES	16686.10022	10/22/1982	73/400,541	6/18/1985	1,343,388	REGISTERED	41
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BUCKEYE BBQ

UNITED STATES	16686.10010	12/5/2002	76/477,953	12/2/2003	2,786,571	REGISTERED	30
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GOLDEN GARLIC

UNITED STATES	16686.10021	3/15/2001	76/224,688	4/2/2002	2,555,610	REGISTERED	30
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LEADED LUBE-N-ADE

UNITED STATES	16686.10018	12/5/2002	76/477,950	2/3/2004	2,610,116	REGISTERED	33
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LOUISIANA LICKERS

UNITED STATES	16686.10020	4/12/2004	78/400,034	4/26/2005	2,943,925	REGISTERED	30
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LUBE LOYALTY

UNITED STATES	16686.10045	8/29/2014	86/381,176	5/26/2015	4,742,660	REGISTERED	35
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LUBEBUGER

UNITED STATES	16686.10042	10/14/2011	85/448,094	6/12/2012	4,157,577	REGISTERED	30
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COUNTRY	REFERENCE #	FILED	APP #	REG DT	REG #	STATUS	CLASSES
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MAGNA FRIES

UNITED STATES	16686.10043	10/14/2011	85/448,098	6/26/2012	4,163,972	REGISTERED	29
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MUNCH BUCKET OF BOLTS

UNITED STATES	16686.10008	12/5/2002	76/477,955	10/7/2003	2,771,494	REGISTERED	29
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ONTENNA

UNITED STATES	16686.10003		75/596,637	10/12/1999	2,285,610	REGISTERED	029
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PHIL-M-UP

UNITED STATES	16686.10017	12/5/2002	76/477,951	10/7/2003	2,771,492	REGISTERED	30
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PICK-UP WINGO WINDOW

UNITED STATES	16686.10038	2/21/2011	85/247,812	10/4/2011	4,034,473	REGISTERED	43
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QUAKER STEAK & LUBE

EUROPEAN UNION (C	16686.10025	5/19/2008	974827	8/10/2009	974827	REGISTERED	
SINGAPORE	16686.10027	5/19/2008	974827	5/19/2008	974827	REGISTERED	
SOUTH AFRICA	16686.10031	6/2/2008	2008/12516	6/2/2008	2008/12516	REGISTERED	43
TURKEY	16686.10028	5/19/2008	974827	5/19/2008	974827	REGISTERED	42
UNITED STATES	16686.10013		73/156,984	1/29/1980	1,130,163	REGISTERED	
VIETNAM	16686.10029	5/19/2008	974827	5/19/2008	974827	REGISTERED	
WIPO	16686.10033			5/19/2008	974827	REGISTERED	

QUAKER STEAK & LUBE BEST WINGS & Design

CANADA	16686.10034	4/24/2009	1435955	7/14/2010	TMA771,970	REGISTERED	SVS
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QUAKER STEAK & LUBE BEST WINGS USA & Design

UNITED STATES	16686.10024	7/30/2007	77/241,753	11/25/2008	3,536,015	REGISTERED	43
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QUAKER STEAK & WINGS

UNITED STATES	16686.10012		75/108,588	7/29/1997	2,083,548	REGISTERED	042
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COUNTRY	REFERENCE #	FILED	APP #	REG DT	REG #	STATUS	CLASSES
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REVVED-UP REWARDS

UNITED STATES	16686.10046	7/10/2015	86/689,361			PENDING	35
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SPRINTSTER

UNITED STATES	16686.10036	2/21/2011	85/247,807	9/13/2011	4,026,171	REGISTERED	29
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THAI 'R' CRACKER

UNITED STATES	16686.10039	2/21/2011	85/247,813	9/13/2011	4,026,172	REGISTERED	30
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THE LUBE

UNITED STATES	16686.10014	3/3/2003	76/493,983	9/7/2004	2,880,832	REGISTERED	43
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THUNDER ALLEY

UNITED STATES	16686.10016	12/5/2002	76/477,828	7/6/2004	2,859,510	REGISTERED	25
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WING-O-METER

UNITED STATES	16686.10006	12/5/2002	76/477,830	10/7/2003	2,771,490	REGISTERED	28
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END OF REPORT

TOTAL ITEMS SELECTED = 31

	Country	Filed	Application #	Registration Date	Registration #	Status	Classes
Quaker Steak & Lube	Canada	5/26/2006	1303105	1/21/10	TMA757532	Registered	42
The Lube	Canada	5/26/2006	1303116	1/18/2010	TMA757532	Registered	42
Quaker Steak & Wings	Canada	5/26/2006	1303115	1/27/2010	TMA758122	Registered	42