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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fifth Third Bank, as Administrative Agent		11/14/2016	Chartered Bank: OHIO

RECEIVING PARTY DATA

Name:	MAPCO EXPRESS, INC.	
Street Address:	7102 COMMERCE WAY	
City:	BRENTWOOD	
State/Country:	TENNESSEE	
Postal Code:	37027	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4386371	MY REWARD\$
Registration Number:	4690532	MY REWARD\$
Registration Number:	4998714	GOOD LIVIN'
Serial Number:	85679340	CHICORY'S
Serial Number:	85679256	CHICORY'S

CORRESPONDENCE DATA

Fax Number: 3125774688

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: (312)577-8416

Email: carole.dobbins@kattenlaw.com
Correspondent Name: Carole Dobbins c/o Katten Muchin

Address Line 1: 525 W. Monroe St.

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: Carole Dobbins

SIGNATURE: /Carole Dobbins/

DATE SIGNED: 11/14/2016

Total Attachments: 4

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this "Release") is made as of November 14, 2016, by FIFTH THIRD BANK, as Administrative Agent ("Administrative Agent"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Collateral Agreement (as defined below) or the Trademark Security Agreement (as defined below), as applicable.

WITNESSETH:

WHEREAS, MAPCO EXPRESS, INC., a Delaware corporation ("Grantor"), Administrative Agent and certain other Persons party thereto are parties to that certain Second Amended and Restated Guarantee and Collateral Agreement dated as of May 6, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") and Grantor and Administrative Agent are parties to that certain Assignment for Security (Trademarks), dated as of May 6, 2014 (the "Trademark Security Agreement"). Pursuant to the Collateral Agreement and the Trademark Security Agreement, Grantor granted to Administrative Agent a continuing security interest in all of Grantor's right, title and interest in, to and under certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Administrative Agent, including, without limitation, the Trademarks described in the Trademark Security Agreement, which are set forth on Schedule A hereto and the Trademark Collateral described below;

WHEREAS, the Trademark Security Agreement was recorded by the United States Patent and Trademark Office on May 6, 2014, at Reel 5274, Frame 0980;

WHEREAS, Grantor has requested that Administrative Agent, and Administrative Agent now desires to, terminate and release its continuing security interest in in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

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

- 1. Administrative Agent hereby automatically and unconditionally releases and terminates its continuing security interest in all of Grantor's right, title and interest in and to the following (collectively the "Trademark Collateral"):
 - (i) each trademark, trade name, corporate name, company name, business name, fictitious business name, trade style, service mark, logo and other source or business identifier, included in the Collateral, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule A (collectively, the "Trademarks");
 - (ii) all renewals or extensions of the foregoing; and

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- (iii) all proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or other impairment thereof or (ii) injury to the goodwill associated with any Trademark.
- 2. Administrative Agent hereby terminates the Trademark Security Agreement and fully and finally terminates, discharges, releases, cancels, reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Administrative Agent, any and all of Administrative Agent's right, title and interest in and to the Trademarks and the Trademark Collateral.
- 3. Administrative Agent agrees to execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or requested by the Grantor to effect the release of the security interest contemplated hereby, in each case at the sole cost of Grantor, who shall promptly reimburse Administrative Agent for all costs and expenses incurred by Administrative Agent in connection with the foregoing.
- 4. Administrative Agent hereby authorizes the recordation of this Release with the United States Patent and Trademark Office and any other applicable registry.

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IN WITNESS WHEREOF, Administrative Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

FIFTH THIRD BANK, as Administrative Agent

Name: Lisa Cook
Title: Vice President

Schedule A

Trademarks

	Title	Application/Registration No.
MY REWARD	S	4386371
MY REWARD	S	4690532
CHICORY'S		85679340
CHICORY'S		85679256
GOOD LIVIN		4998714

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RECORDED: 11/14/2016