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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM405345

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: 8

Property Type	Number	Word Mark
Registration Number:	2916955	DAVE'S ALL AMERICAN HOT DOGS
Registration Number:	3314103	MAPCO MART
Registration Number:	3313854	GRILLE MARX
Registration Number:	1486471	DELTA EXPRESS
Registration Number:	1551140	FAVORITE FARMS
Registration Number:	1269492	FM FAVORITE MARKET
Registration Number:	1269491	FAVORITE MARKET
Registration Number:	3303610	

CORRESPONDENCE DATA

900384656

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/

TRADEMARK REEL: 005920 FRAME: 0356

DATE SIGNED:	11/14/2016
Total Attachments: 4	
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TRADEMARK REEL: 005920 FRAME: 0357

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"), and Lehman Commercial Paper Inc. ("Lehman") are parties to that certain Guarantee and Collateral Agreement dated as of April 28, 2005 (the "Security Agreement"), whereby the Grantor granted to Lehman 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 Lehman, including, without limitation, the Trademarks set forth on Schedule A hereto and the Trademark Collateral described below;

WHEREAS, Lehman, Assignor and the Administrative Agent entered into that certain Resignation, Waiver, Consent and Appointment Agreement, dated as of September 1, 2009, whereby Lehman resigned as administrative agent under the Security Agreement and the Administrative Agent replaced Lehman as administrative agent under the Security Agreement;

WHEREAS, Grantor is party to that certain Assignment for Security (Trademarks), dated as of September 1, 2009 (the "Trademark Security Agreement"), pursuant to which Grantor granted to Administrative Agent a continuing security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral:

WHEREAS, the Trademark Security Agreement was recorded by the United States Patent and Trademark Office on September 8, 2009, at Reel 4058, Frame 0199;

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

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REEL: 005920 FRAME: 0358

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 <u>Schedule A</u> (collectively, the "Trademarks");

- (ii) all renewals or extensions of the foregoing; and
- (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

Title: Vice President

Schedule A

Trademarks

Title	Application/Registration No.	
DAVE'S ALL AMERICAN HOT DOGS	2,916,955	
MAPCO MART	3,314,103	
GRILLE MARX	3,313,854	
DELTA EXPRESS	1,486,471	
FAVORITE FARMS	1,551,140	
FM FAVORITE MARKET	1,269,492	
FAVORITE MARKET	1,269,491	
Miscellaneous Design Only [monster logo]	3,303,610	

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RECORDED: 11/14/2016