

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614222

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interests in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QSL Operating LLC		12/14/2020	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Name:	Delaware Trust Company		
Street Address:	251 Little Falls Drive		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Trust Company: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	1130163	QUAKER STEAK & LUBE	
Registration Number:	1343388	BAVARIAN FUN FEST	
Registration Number:	2285610	ONTENNA	
Registration Number:	2544689	ARIZONA RANCH	
Registration Number:	2555610	GOLDEN GARLIC	
Registration Number:	2771489	AIN'T NO SECRET ... IT'S THE SAUCE!!	
Registration Number:	2771490	WING-O-METER	
Registration Number:	2771492	PHIL-M-UP	
Registration Number:	2771494	MUNCH BUCKET OF BOLTS	
Registration Number:	2788571	BUCKEYE BBQ	
Registration Number:	2810118	LEADED LUBE-N-ADE	
Registration Number:	2859510	THUNDER ALLEY	
Registration Number:	2880832	THE LUBE	
Registration Number:	2943925	LOUISIANA LICKERS	
Registration Number:	3536015	QUAKER STEAK & LUBE BEST WINGS USA	
Registration Number:	4026171	SPRINTSTER	
Registration Number:	4026172	THAI 'R' CRACKER	
Registration Number:	4034473	PICK-UP WINGO WINDOW	
Registration Number:	4157577	LUBEBURGER	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	4163972	MAGNA FRIES
Registration Number:	4205359	BAR JAR
Registration Number:	4742660	LUBE LOYALTY
Registration Number:	5074397	REVVED-UP REWARDS
Registration Number:	5907537	QUAKER STEAK & LUBE REVVED-UP REWARDS

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: 212-819-2511
Email: iprecordations@whitecase.com
Correspondent Name: Kate Andes
Address Line 1: 1221 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1108568-0022-CM65
NAME OF SUBMITTER:	Kate Andes
SIGNATURE:	/Kate Andes/
DATE SIGNED:	12/14/2020

Total Attachments: 5

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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of December 14, 2020 (this “Notice”), made by QSL OPERATING LLC, a Maryland limited liability company (the “Pledgor”), in favor of DELAWARE TRUST COMPANY, as Collateral Agent (as defined below).

Reference is made to the Security Agreement, dated as of December 14, 2020 (as amended, restated, supplemented and/or otherwise modified from time to time, the “*Security Agreement*”), among TRAVELCENTERS OF AMERICA INC., a Maryland corporation (the “*Borrower*”), each Subsidiary of the Borrower from time to time party thereto (each, a “*Subsidiary Loan Party*”) and DELAWARE TRUST COMPANY, as collateral agent for the Secured Parties referred to therein (together with its successors and assigns in such capacity, the “*Collateral Agent*”). The parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest*. As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Assets, the “*Trademark Collateral*”):

all Trademarks, including those listed on Schedule I.

SECTION 3. *Security Agreement*. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Counterparts*. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

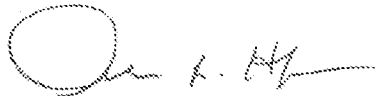
QSL OPERATING LLC

By: Peter J. Crage

Name: Peter J. Crage

Title: Executive Vice President, Chief Financial
Officer, Treasurer and Assistant Secretary


DELAWARE TRUST COMPANY,
as Collateral Agent,


By: 
Name: Alan R. Halpern
Title: Vice President

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by QSL Operating LLC

U.S. Trademark Registrations

Mark	Registration No.	Registration Date
QUAKER STEAK & LUBE	1130163	29-JAN-1980
BAVARIAN FUN FEST	1343388	18-JUN-1985
ONTENNA	2285610	12-OCT-1999
ARIZONA RANCH	2544689	05-MAR-2002
GOLDEN GARLIC	2555610	02-APR-2002
AIN'T NO SECRET... IT'S THE SAUCE!!	2771489	07-OCT-2003
AIN'T NO SECRET... IT'S THE SAUCE!!		
WING-O-METER	2771490	07-OCT-2003
PHIL-M-UP	2771492	07-OCT-2003
MUNCH BUCKET OF BOLTS	2771494	07-OCT-2003
BUCKEYE BBQ	2788571	02-DEC-2003
LEADED LUBE-N-ADE	2810118	03-FEB-2004
THUNDER ALLEY	2859510	06-JUL-2004
THE LUBE	2880832	07-SEP-2004
LOUISIANA LICKERS	2943925	26-APR-2005
LOUISIANA LICKERS		
 QUAKER STEAK & LUBE BEST WINGS USA	3536015	25-NOV-2008
SPRINTSTER	4026171	13-SEP-2011
SPRINTSTER		
THAI 'R' CRACKER	4026172	13-SEP-2011
THAI 'R' CRACKER		
PICK-UP WINGO WINDOW	4034473	04-OCT-2011
PICK-UP WINGO WINDOW		
LUBEBURGER	4157577	12-JUN-2012
LUBEBURGER		
MAGNA FRIES	4163972	26-JUN-2012
MAGNA FRIES		
BAR JAR	4205359	11-SEP-2012
BAR JAR		

Mark	Registration No.	Registration Date
LUBE LOYALTY LUBE LOYALTY	4742660	26-MAY-2015
REVVED-UP REWARDS REVVED-UP REWARDS	5074397	01-NOV-2016
 QUAKER STEAK & LUBE REVVED-UP REWARDS	5907537	12-NOV-2019

U.S. Trademark Applications

None