

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM799468

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CrossAmerica Partners LP		03/31/2023	Limited Partnership: DELAWARE
CAPL Retail LLC		03/31/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citizens Bank, N.A., as Collateral Agent		
<b>Street Address:</b>	602 Office Center Drive		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Ft. Washington		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19034		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6908588	KWIK BITES	
<b>Registration Number:</b>	6908587	KWIK BITES	
<b>Registration Number:</b>	6862063	JOE'S KWIK MARTS	
<b>Registration Number:</b>	6862062	JOE'S KWIK MARTS	
<b>Registration Number:</b>	6670270	J	
<b>Registration Number:</b>	2061401	UNI-MART	
<b>Registration Number:</b>	2092163	ZOOMERZ	
<b>Registration Number:</b>	4866012	CAP CROSSAMERICA PARTNERS LP	
<b>Registration Number:</b>	4949880	FREEDOM VALU CENTER	
<b>Registration Number:</b>	4908798	FREEDOM	
<b>Registration Number:</b>	4866011	CROSSAMERICA PARTNERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045818330		
<i>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.</i>			
<b>Phone:</b>	404-581-8358		

CH \$290.00 6908588

**Email:** jmcneill@jonesday.com  
**Correspondent Name:** Jack McNeill, Jones Day  
**Address Line 1:** 1221 Peachtree Street, NE  
**Address Line 2:** Suite 400  
**Address Line 4:** Atlanta, GEORGIA 30361

**NAME OF SUBMITTER:** Jack McNeill

**SIGNATURE:** /Jack McNeill/

**DATE SIGNED:** 03/31/2023

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), among **CROSSAMERICA PARTNERS LP**, a Delaware limited partnership (the "Partnership"), **CAPL RETAIL LLC**, a Delaware limited liability company (together with the Partnership, each a "Grantor" and collectively the "Grantors"), and **CITIZENS BANK, N.A.**, as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Credit Agreement, dated as of April 1, 2019, as amended and restated pursuant to the Amendment and Restatement Agreement, dated as of March 31, 2023, by and among the Borrowers, the Guarantors party thereto, the Lenders party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and (b) the Security Agreement, dated as of April 1, 2019, by and among the Obligors party thereto (including the Grantors) and the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Obligations and the Obligors have secured the Obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all such Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (including, without limitation, those described on Schedule I) and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks");

(b) all reissues, continuations, extensions and renewals thereof and amendments thereto;

(c) all goodwill associated therewith or symbolized by any of the foregoing;

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto; and

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

3 Security Agreement. The security interests in the Trademark Collateral 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. Each Grantor 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 Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

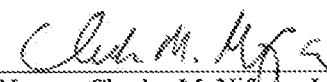
5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York.

[Signature page follows]

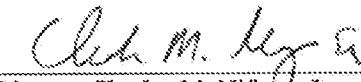
IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

**CROSSAMERICA PARTNERS LP**

By: CrossAmerica GP LLC, its general partner

By:   
Name: Charles M. Nifong, Jr.  
Title: President and Chief Executive Officer

**CAPL RETAIL LLC**

By:   
Name: Charles M. Nifong, Jr.  
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

CITIZENS BANK, N.A., as Collateral Agent

By: Cynthia M. Mays  
Name: Cynthia Mays  
Title: Senior Vice President







[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 008028 FRAME: 0733**


SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

TRADEMARKS

CAPL Retail LLC

Mark	Reg. No.	Reg. Date	Serial No.	Filing Date
 KWIK BITES and Design	6908588	11/22/2022	90978405	5/11/2021
 KWIK BITES and Design	6908587	11/2/2022	90978404	5/11/2021
 JOE'S KWIK MARTS Stylized Letters	6862063	10/4/2022	90584873	3/17/2021
JOE'S KWIK MARTS	6862062	10/4/2022	90584871	3/17/2021
 J Design	6670270	3/15/2022	90584874	3/17/2021
 UNI-MART and Design	2061401	5/13/1997	75120823	6/18/1996
 ZOOMERZ Design	2092163	8/26/1997	75066281	3/1/1996

CrossAmerica Partners LP

Mark	Reg. No.	Reg. Date	Serial No.	Filing Date
 CROSSAMERICA PARTNERS LP CAP CROSSAMERICA PARTNERS LP and design	4866012	12/8/2015	86597611	4/14/2015
FREEDOM VALU CENTER	4949880	5/3/2016	86712363	8/2/2015
FREEDOM	4908798	3/1/2016	86712360	8/2/2015
CROSSAMERICA PARTNERS	4866011	12/8/2015	86597593	4/14/2015