

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI165085

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Speedy Q Markets, Inc.		04/09/2024	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Company Name:	GPM Southeast, LLC		
Street Address:	8565 Magellan Parkway, Suite 400		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23227		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6606917	SPEEDY Q MARKETS	
Registration Number:	6606883	SPEEDY Q MARKETS	
CORRESPONDENCE DATA			
Fax Number:	6785534779		
<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>			
Phone:	6785534778		
Email:	atltrademark@gtlaw.com		
Correspondent Name:	Joel R. Feldman		
Address Line 1:	3333 Piedmont Road NE, Suite 2500		
Address Line 4:	Atlanta, GEORGIA 30305		
ATTORNEY DOCKET NUMBER:	140344.020000		
NAME OF SUBMITTER:	MEREDITH BOUDIN		
SIGNATURE:	MEREDITH BOUDIN		
DATE SIGNED:	04/15/2024		
Total Attachments: 5			
source=Trademark Assignment Agreement - Speedy Q Markets, Inc.#page1.tif			
source=Trademark Assignment Agreement - Speedy Q Markets, Inc.#page2.tif			
source=Trademark Assignment Agreement - Speedy Q Markets, Inc.#page3.tif			
source=Trademark Assignment Agreement - Speedy Q Markets, Inc.#page4.tif			

CH \$65.00.00 90527277

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment”), effective as of April 9, 2024, is made by Speedy Q Markets, Inc., a Michigan corporation (“Assignor”) in favor of GPM Southeast, LLC, a Delaware limited liability company (“GPMSE”).

WHEREAS, (i) Speedy Q Markets, Inc., a Michigan corporation, Craig Food Stores, Inc., a Michigan corporation, Lawrence Oil Co., a Michigan corporation, By-Lo Oil Co., a Michigan corporation, Wadhams Development Company L.C., a Michigan limited liability company, C & A Investment Co., a Michigan corporation, MTD Enterprises, L.L.C., a Michigan limited liability company, and Wadhams Realty LLC, a Michigan limited liability company, collectively as seller, and (ii) GPMSE, GPM Transportation Company, LLC, a Delaware limited liability company and, solely with respect to the Supplier Based Intangible (as therein defined), GPM Petroleum, LLC, a Delaware limited liability company, collectively as buyer, are parties to that certain Asset Purchase Agreement dated as of November 21, 2023 (as amended, modified and/or restated from time to time, the “Asset Purchase Agreement”); and

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred, and assigned to GPMSE, among other assets, certain intellectual property of Assignor, and therefore desires to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to GPMSE, and GPMSE hereby accepts, all of Assignor' right, title, and interest in and to the following:

(i) the trademark registrations set forth on Schedule 1 attached hereto and all issuances, extensions, and renewals thereof (the “GPMSE Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the GPMSE Assigned Trademarks;

(ii) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(iii) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(iv) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable

relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by GPMSE. Following the date hereof, upon GPMSE's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to GPMSE and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the GPMSE Assigned Trademarks to GPMSE, as applicable, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

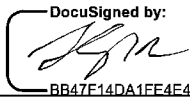
4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws of the State of Michigan and it and all matters arising out of the transactions contemplated hereby or related thereto shall be governed, construed and interpreted in all respects according to the laws of the State of Texas, without reference to principles of conflicts of law thereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, GPMSE and Assignor have duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:
Speedy Q Markets, Inc.,
a Michigan corporation

By: 
Name: Kyle Lawrence
Title: Chief Executive Officer

GPM SOUTHEAST, LLC,
a Delaware limited liability company

By: _____
Name: Arie Kotler
Title: CEO

By: _____
Name: Eyal Nuchamovitz
Title: EVP

IN WITNESS WHEREOF, GPMSE and Assignor have duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:


Speedy Q Markets, Inc.,
a Michigan corporation

By: _____

Name: Kyle Lawrence

Title: Chief Executive Officer

GPM SOUTHEAST, LLC,
a Delaware limited liability company

By:  _____

Name: Arie Kotler

Title: CEO

By:  _____


Name: Eyal Nuchamovitz

Title: EVP

SCHEDULE 1

Assigned Trademarks

Registered Trademarks

<u>Trademark</u>	<u>Serial No</u>	<u>Registration No</u>	<u>Registration Date</u>
	90527277	6606917	Jan. 04, 2022
Speedy Q Markets	90526898	6606883	Jan. 04, 2022