

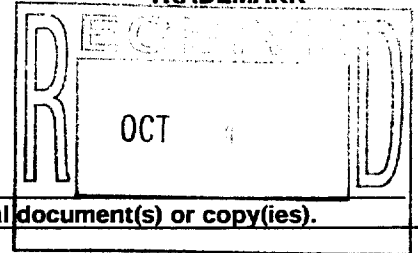
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

10/05/1999 DNGUYEN 00000186 1966550

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 50.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001971 FRAME: 0392

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Michael Bertisch, Esq.

Name of Person Signing

Signature

Date Signed

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, Pump And Save, Inc., a Mississippi corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to NatWest Bank N.A., as agent for itself (in its capacity as agent herein referred to as the "Agent") and each of the lenders (the "Lenders") party to the Revolving Credit Agreement, dated as of the date hereof (as the same may be amended, modified or supplemented in accordance with its terms, the "Credit Agreement"), among Assignor, certain affiliates of the Assignor, the Guarantors party thereto, the Lenders party thereto and the Agent, and Assignor has entered into a Security Agreement and Mortgage-Trademarks, Patents and Copyrights (the "Agreement") in favor of the Agent; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to the Agent and granted to the Agent a security interest in, and mortgage on, all right, title and interest of Assignor in and to each of the Trademarks, together with the goodwill of the business symbolized by each of the Trademarks, all customer lists and other records of the Assignor relating to the distribution of products bearing the Trademarks and each of the applications and registrations thereof, and all proceeds thereof, including, without limitation, any claims by the Assignor against third parties by reason of infringement thereof (the "Collateral"), to secure the due and punctual payment and performance of all Obligations, as defined in the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto the Agent and grant to the Agent a security interest in, and mortgage on, the Collateral to secure the due and punctual payment and performance of all Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are subject to the terms and provisions set forth in the Agreement.

The Agent's address is 175 Water Street, New York, New York 10038.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 5th day of March, 1996.

PUMP AND SAVE, INC.

By: Roger P. Friou
Name: ROGER P. FRIOU
Title: PRESIDENT

Trademarks for Pump And Save, Inc.

<u>Name</u>	<u>Office Filed</u>	<u>Renewal/ Expiration Date</u>
Pump And Save (74/634038) (see attached Exhibit 4.16-1)	U.S. Patent Office	Approved 2/21/96
Pump And Save Gas (74/634037)	U.S. Patent Office	Approved 12/26/95
Pump And Save Gas and Food (74/634039)	U.S. Patent Office	Approved 12/18/95
Pump And Save Gas	State of Alabama State of Arkansas State of Florida State of Louisiana State of Tennessee	12-22-04 11-29-99 1-6-05 11-18-04 11-18-04
Pump And Save (with the "S" being formed by a curving highway and enclosed as a diamond)	State of Alabama State of Arkansas State of Florida State of Louisiana State of Mississippi State of Tennessee	2-8-05 2-17-00 1-31-05 1-26-05 1-31-05 1-26-05