

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PCF AcquisitionCo, LLC		01/30/2009	LIMITED LIABILITY COMPANY: DELAWARE
Pacific Convenience & Fuels, LLC		01/30/2009	LIMITED LIABILITY COMPANY: DELAWARE
Convenience Retailers LLC		01/30/2009	LIMITED LIABILITY COMPANY: DELAWARE
Cono-Services Inc.		01/30/2009	CORPORATION: COLORADO
Convenience Retailers Services Holding Company		01/30/2009	COMPANY: TEXAS
Convenience Retailers Services Company		01/30/2009	COMPANY: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	ConocoPhillips Company
<b>Street Address:</b>	600 North Dairy Ashford
<b>Internal Address:</b>	McLean Building
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77079
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	1536029	TIME OIL
Registration Number:	1738302	GASBUX
Registration Number:	1675429	JACKPOT
Registration Number:	1631875	JACKPOT
Registration Number:	2284946	JACKPOT ICE

OP \$140.00 1536029

CORRESPONDENCE DATA

Fax Number: (212)225-3999

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Email: psen@cgsh.com

Correspondent Name: Pia Sen, CGSH LLP

Address Line 1: 1 Liberty Plaza

Address Line 2: Floor 37 N

Address Line 4: New York, NEW YORK 10006

NAME OF SUBMITTER:	Pia Sen
Signature:	/Pia Sen/
Date:	02/02/2009

**Total Attachments: 7**

source=COP Short-Form Trademark#page1.tif

source=COP Short-Form Trademark#page2.tif

source=COP Short-Form Trademark#page3.tif

source=COP Short-Form Trademark#page4.tif

source=COP Short-Form Trademark#page5.tif

source=COP Short-Form Trademark#page6.tif

source=COP Short-Form Trademark#page7.tif

TRADEMARK SECURITY AGREEMENT  
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of January 30, 2009 made by each of the Grantors referred to below, in favor of ConocoPhillips Company, a Delaware corporation, in its capacity as collateral agent for the Secured Parties referred to below (in such capacity, together with its successors and assigns in such capacity, if any, the "Collateral Agent").

Reference is made to the Pledge and Security Agreement dated as of January 30, 2009 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") among PCF AcquisitionCo, LLC, a Delaware limited liability company (the "Borrower"), Pacific Convenience & Fuels, LLC, a Delaware limited liability company (the "Parent"), each subsidiary of the Borrower listed as a "Grantor" on the signature pages to thereto (together with the Parent, the Borrower and each other Person that executes a supplement to the Security Agreement and becomes an "Additional Grantor" thereunder, each a "Grantor" and collectively, the "Grantors") and the Collateral Agent. The Secured Parties' agreements in respect of extensions of credit to the Borrower are set forth in the Financing Agreement dated as of January 30, 2009, among the Borrower, Parent, the Guarantors from time to time party thereto, the lenders from time to time party thereto, the Collateral Agent, and ConocoPhillips Company as administrative agent for the lenders thereunder (such agreement, as amended, restated, supplemented or otherwise modified from time to time, including any replacement agreement therefor, being hereinafter referred to as the "Financing Agreement").

Each Grantor has determined that the execution, delivery and performance of this Agreement directly benefit, and are in the best interest of, such Grantor.

Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Article I of the Financing Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

***For Trademarks:*** trademarks, service marks, brand names, certification marks, collective marks, d/b/a's, Internet domain names, logos, symbols, trade dress, assumed names, fictitious names, trade names, and other indicia of origin, all applications and registrations for all of the foregoing, and all goodwill

associated therewith and symbolized thereby, and all extensions, modifications and renewals of same, including all trademark registrations and applications listed in Schedule A hereto and all goodwill connected with the use of and symbolized thereby.

SECTION 3. Termination. This Agreement is made to secure the satisfactory performance and payment of the Obligations. This Trademark Security Agreement and the security interest granted hereby shall terminate with respect to all of a Grantor's Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor's obligations thereunder. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to any Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such satisfactory performance or payment, the Collateral Agent shall reasonably cooperate with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

SECTION 4. Supplement to the 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. 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.

SECTION 5. Representations and Warranties. Each of the Grantors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties, that a true and correct list of all of the existing Trademark Collateral consisting of U.S. Trademark registrations or applications owned by such Grantor, in whole or in part, is set forth in Schedule A.

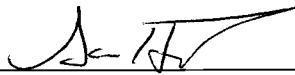
SECTION 6. Miscellaneous. The provisions of Section 13 of the Security Agreement are hereby incorporated by reference.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

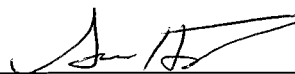
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized, as of the date first above written.

GRANTORS:

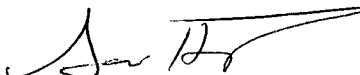
CONVENIENCE RETAILERS LLC

By:   
Name: Sam Hirbod  
Title: President

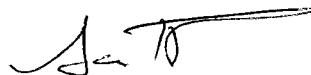
PACIFIC CONVENIENCE & FUELS, LLC

By:   
Name: Sam Hirbod  
Title: President

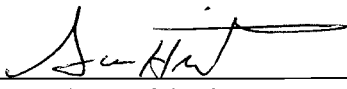
PCF ACQUISITIONCO, LLC

By:   
Name: Sam Hirbod  
Title: President

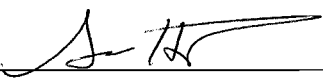
CONO-SERVICES INC.

By:   
Name: Sam Hirbod  
Title: President

CONVENIENCE RETAILERS SERVICES  
HOLDING COMPANY

By:  \_\_\_\_\_  
Name: Sam Hirbod  
Title: President

CONVENIENCE RETAILERS SERVICES  
COMPANY

By:  \_\_\_\_\_  
Name: Sam Hirbod  
Title: President

COLLATERAL AGENT:

CONOCOPHILLIPS COMPANY

By: Frances M. Vallejo  
Name: Frances M. Vallejo *MUR*  
Title: Vice President and Treasurer

**SCHEDULE A**

**TRADEMARKS**

Time Oil Co. Trademarks Please see Schedule of Time Oil Co. Trademarks attached hereto; held by PetroSun West, LLC.<sup>1</sup>

Del Taco Trademarks Del Taco License Agreement, dated as of January 27, 1997, by and among Del Taco, Inc., as licensor, and UNOCAL, 76 Products Company, as licensee, as amended by that certain consent to assignment, dated as of October 28, 2008, by and among Del Taco, Inc., as licensor, UNOCAL, 76 Products Company as assignor, and Convenience Retailers LLC, as licensee and assignee. A copy of the Del Taco License Agreement and the consent to assignment are attached hereto.

---

<sup>1</sup> The Time Oil Co. Trademarks will be contributed to CRLLC.



**SCHEDULE OF TIME OIL CO. TRADEMARKS**

Trademark	Territory/Jurisdictions in which Used	Products & Services for Which Used	Country/ State of Applicatory/ Registration	Application Number	Filing or Issue Date	Due Date for Further Filing
"Time Oil"	Throughout Service Area 1st Use 11/30/41)	"For Gasoline, Motor Oil and Lubrication (Grease, in Class 4 (U.S. CL 15)"	Federal	1536029	4/25/1989	4/25/2009
"Time" over a clock which in turn is over the words, "Products Time Tested"	Throughout Service Area (First Use 8/23/40)	"Gasoline & Other Petroleum Products - Classes 35 & 42"	Washington	465	11/1/2001	1/24/2008
"Time" w/Design	Oregon	Classes 104, 139	Oregon	14869	8/9/2007	8/9/2012
"Gasbux"	Throughout Service Area (1st Use 11/27/91)	"Classes 016, 037, 042" "Discount Coupons"	Federal California Nevada	1738302 095692/Renewal #10729 TM00250068	12/8/2002 2/26/1992 9/5/2006	12/8/2012 2/26/2012 1/29/2012
		Class 116 "Discount Coupons Redeemable for Convenience Store Merchandise & Gasoline"	Oregon	15885	1/5/2007	1/30/2012
			Washington	21141	9/24/2001	2/28/2008
"Gas Mart"	Oregon (1st Use/Original Filing Date 3/10/70)	Class 135	Oregon	11128	3/10/2005	3/10/2010
"Jackpot"	Formerly California, Idaho, Nevada, Oregon, Washington (Not Currently in Use) (1st Use 12/10/68)	"Fast Food & Convenience Store Services" (Service Mark) "Gasoline Retail Services" Class US 101	Federal Federal Idaho	1675429 1631875 6809	2/11/1992 1/15/1991 1/18/2000	2/11/2012 1/5/2011 3/9/2010
		Classes 104, 129, 142 "Petroleum Products"	Oregon Washington	TS15452 14575	10/13/2003 9/29/2003	10/13/2008 (No Renewal Certificate in File) 10/14/2009
"Jackpot Ice" (Miscellaneous Design)	Formerly California, Idaho, Nevada, Oregon, Washington (1st Use 1998) (Not Currently in Use)	"Design Mark for Retail Convenience Stores Class 135 (US CLS 100, 101 & 102)"	Federal	2284946	10/12/1999	10/12/2009 (Abandoned 10/12/2005)
"Three Horizontal stripes, red, orange yellow"	Throughout Service Area	"Design Mark used in connection with gas station services and fast food & convenience store services" Classes 137, 142	Oregon	S24321	5/18/1990	5/18/2010

TRADEMARK

RECORDED: 02/02/2009

REEL: 003927 FRAME: 0943