

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Trademark Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GPM Investments, LLC		03/19/2009	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wachovia Bank, N.A.		
<b>Street Address:</b>	123 S. Broad Street		
<b>Internal Address:</b>	Mall Code PA 1246		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19109		
<b>Entity Type:</b>	National Association: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1517607	FAS MART	
Registration Number:	1350059	FAS MART	
Registration Number:	1517619	FAS MART	
Registration Number:	1205721	SHORE STOP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(804)344-7999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	804-788-8523		
<b>Email:</b>	HWRITM@hunton.com		
<b>Correspondent Name:</b>	Edward T. White - Hunton & Williams LLP		
<b>Address Line 1:</b>	951 East Byrd Street		
<b>Address Line 2:</b>	Riverfront Plaza, East Tower		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219-4074		
<b>ATTORNEY DOCKET NUMBER:</b>	56198.169		

**CH \$115.00 1517607**

NAME OF SUBMITTER:	Edward T. White
Signature:	/Edward T. White/
Date:	03/27/2009
Total Attachments: 5 source=GPM#page1.tif source=GPM#page2.tif source=GPM#page3.tif source=GPM#page4.tif source=GPM#page5.tif	

**EXECUTION COPY**

**GRANT OF TRADEMARK SECURITY INTEREST**

**WHEREAS, GPM INVESTMENTS, LLC**, a Delaware limited liability company ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Grantor and the other Borrowers have entered into the Sixth Amended and Restated Loan Agreement, dated as of March 19, 2009 (as amended, restated, supplemented or otherwise modified from time to time, being the "**Loan Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Loan Agreement from time to time, the "**Banks**") and WACHOVIA BANK, NATIONAL ASSOCIATION, as Agent for Banks and the other Secured Parties (in such capacity, "**Agent**"); and

**WHEREAS**, pursuant to the terms of the Third Amended, Restated and Consolidated Security and Pledge Agreement, dated as of March 19, 2009 (as amended, restated, supplemented or otherwise modified from time to time, being the "**Security and Pledge Agreement**"), among Grantor, Agent and the other grantors named therein, Grantor has created in favor of Agent, for the benefit of Secured Parties, a security interest in, and Agent has become a secured creditor with respect to, the Trademark Collateral. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security and Pledge Agreement.;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security and Pledge Agreement, to evidence further the security interest granted by Grantor to Agent pursuant to the Security and Pledge Agreement, Grantor hereby grants to Agent, for the benefit of Secured Parties, a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state

thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security and Pledge Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto.

GPM INVESTMENTS, LLC

By: [Signature]  
Donald P. Bassell, Chief Financial Officer

ACKNOWLEDGEMENT OF GRANTOR

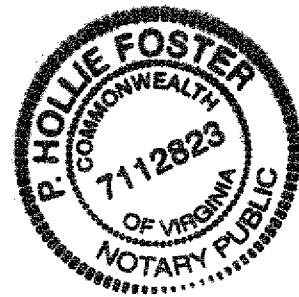
STATE OF Virginia )  
CITY COUNTY OF Richmond )

The foregoing instrument was acknowledged before me, P. Hollie Foster, a Notary Public, this 17<sup>th</sup> day of March, 2009, by Donald P. Bassell, who is personally known to me or has produced satisfactory identification, and who voluntarily acknowledged this instrument as Chief Financial Officer of **GPM INVESTMENTS, LLC**, a Delaware limited liability company, on behalf of such company.

[Signature]  
Notary Public


Registration Number: 7112823  
My commission expires: 10-31-11

Notary Seal (sharp, legible, photographically reproducible)



**ACCEPTED AND ACKNOWLEDGED BY:**

**WACHOVIA BANK, NATIONAL ASSOCIATION,**  
as Agent

By:   
Name: Patrick McGovern  
Title: Senior Vice President

[Signature Page - Grant of Trademark Security Interest]

**TRADEMARK**  
**REEL: 003960 FRAME: 0640**

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/ Appl. Number</u>	<u>Registration Date</u>
GPM Investments, LLC	FAS MART (& Design)	S.N. 73/714888; Reg. No. 1,517,607	December 20, 1988
GPM Investments, LLC	FAS MART	S.N. 73/497809; Reg. No. 1,350,059	July 16, 1985
GPM Investments, LLC	FAS MART (& Design)	S.N. 73/718317; Reg. No. 1,517,619	December 20, 1988
GPM Investments, LLC	SHORE STOP (and Design)	S.N. 73/330486; Reg. No. 1,205,721	August 17, 1982