

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343741

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		06/03/2015	national banking association: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Worsley Operating Company, LLC		
Street Address:	8565 Magellan Parkway		
Internal Address:	Suite 400		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23227		
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2974725	CAROLINA PETRO	
Registration Number:	2995521	CIGARETTE CITY	
Serial Number:	76686359	CW'S COFFEE COMPANY	
Serial Number:	76687138	SCOTCHMAN	
Serial Number:	76687139	SCOTCHMAN YOUR GOOD NEIGHBOR STORE	
Serial Number:	76687140	SCOTCHMAN STORES	
Serial Number:	77833107	VPS CONVENIENCE STORE GROUP	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	215-569-5619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	Blank Rome LLP		
Address Line 2:	One Logan Square, 8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	074658-15032		

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NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	06/05/2015
Total Attachments: 4 source=TM Release (WOC)#page1.tif source=TM Release (WOC)#page2.tif source=TM Release (WOC)#page3.tif source=TM Release (WOC)#page4.tif	

**RELEASE OF GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

This Release of Grant of Security Interest in United States Trademarks (this "Trademark Release") is conveyed as of June 3, 2015, by PNC BANK, NATIONAL ASSOCIATION, as successor to National City Business Credit, Inc., in its capacity as collateral agent (the "Collateral Agent") for itself and the other lending institutions in favor of the Grantors (as defined below).

WHEREAS, pursuant to that certain Grant of Security Interest In United States Trademarks dated as of July 3, 2008 (the "Original Grant"), as amended by Supplement to Grant of Security Interest in United States Trademarks dated as of October 14, 2009 (the "Supplement" and, collectively with the Original Grant, the "Trademark Agreement"), Worsley Operating Company, LLC (as successor to Worsley Operating Corporation) (the "Pledgor") granted a security interest in favor of the Collateral Agent, in and to the Trademark Collateral (as defined below) (the "Security Interest") (capitalized terms used but not otherwise defined herein have the meanings specified in the Trademark Agreement);

WHEREAS, the Original Grant was recorded with the United States Patent and Trademark Office on August 4, 2008 at Reel 3829, Frame 0077 and the Supplement was recorded with the United States Patent and Trademark Office on November 3, 2009 at Reel 4090, Frame 0470;

WHEREAS, the Collateral Agent has agreed to terminate and release its security interest in the Trademark Collateral as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Trademark Release, the Collateral Agent hereby states as follows:

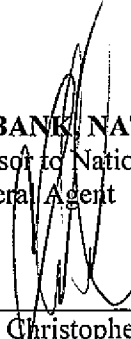
1. Trademark Collateral. The term "Trademark Collateral" as used herein, means (i) all of the Grantor's right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.
2. Release of Security Interest. The Collateral Agent, hereby releases the Security Interest in the Trademark Collateral and hereby waives and relinquishes all its rights, powers, privileges and remedies with respect to such Security Interest in the Trademark Collateral.

3. Recordation of Trademark Release. This Trademark Release has been executed and delivered by the Collateral Agent for the purpose of recording the release of the Security Interest in the Trademark Collateral with the United States Patent and Trademark Office. The Collateral Agent hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Release.
4. Further Assurances. The Collateral Agent shall, at the sole cost and expense of the Grantor, execute and deliver to the Grantor all further releases and other documents (including but not limited to Uniform Commercial Code termination statements), and take all other actions reasonably necessary for the release of the Security Interest in such Trademark Collateral.
5. Governing Law. This Trademark Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Release as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION, as
successor to National City Business Credit, Inc., as
Collateral Agent

By: 
Name: Christopher Gauch
Title: Vice President

Schedule A

<u>MARK</u>	<u>REGISTRATION NUMBER/APPLICATION NUMBER</u>	<u>REGISTRATION DATE/APPLICATION DATE</u>
CAROLINA PETRO (W/O)	2,974,725	7/19/2005
CIGARETTE CITY (W/O)	2,995,521	9/13/2005
CW's Coffee Company	76686359	1/31/2008
Scotchman	76687138	2/27/2008
Scotchman Your Good Neighbor Store	76687139	2/27/2008
Scotchman Stores	76687140	2/27/2008
VPS CONVENIENCE STORE GROUP	77833107	9/23/2009

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