

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344639

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GPM INVESTMENTS, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
GPM1, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
GPM2, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
GPM3, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
GPM4, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
GPM5, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
GPM6, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
GPM8, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
GPM Southeast LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
GPM Transportation, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
E CIG Licensing, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
GPM9, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
GPM MIDWEST, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	national banking association: PENNSYLVANIA		

OP \$540.00 1517607

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	1517607	FAS MART
Registration Number:	1350059	FAS MART
Registration Number:	1517619	FAS MART
Registration Number:	4175123	SHORE STOP
Registration Number:	4422018	FAS APP
Registration Number:	4476191	ALL IN GOOD TASTE
Registration Number:	4519027	FAS CASHBACK
Registration Number:	2995521	CIGARETTE CITY
Registration Number:	3494476	SCOTCHMAN
Registration Number:	3494477	SCOTCHMAN YOUR GOOD NEIGHBOR STORE
Registration Number:	3494478	SCOTCHMAN STORES
Serial Number:	76714497	QUICK & EASY EVERYDAY SHOP & CAFE
Registration Number:	3548975	VIRGINIA OIL COMPANY
Registration Number:	3805131	CW'S COFFEE COMPANY
Registration Number:	3812391	CW'S COFFEE COMPANY
Serial Number:	86146838	E
Serial Number:	86146822	ELITE ELECTRONIC
Serial Number:	86358509	E VAPORS
Serial Number:	86358506	E ELECTRONICS
Serial Number:	86358486	E LIQUIDS
Serial Number:	86361044	THE ELITE EVAPING EXPERIENCE

CORRESPONDENCE DATA

Fax Number: 2158325619

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.

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
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	06/15/2015

Total Attachments: 12

source=Revolver TSA (GPM Entities)#page1.tif

source=Revolver TSA (GPM Entities)#page2.tif

source=Revolver TSA (GPM Entities)#page3.tif
source=Revolver TSA (GPM Entities)#page4.tif
source=Revolver TSA (GPM Entities)#page5.tif
source=Revolver TSA (GPM Entities)#page6.tif
source=Revolver TSA (GPM Entities)#page7.tif
source=Revolver TSA (GPM Entities)#page8.tif
source=Revolver TSA (GPM Entities)#page9.tif
source=Revolver TSA (GPM Entities)#page10.tif
source=Revolver TSA (GPM Entities)#page11.tif
source=Revolver TSA (GPM Entities)#page12.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 3rd day of June, 2015 by **GPM INVESTMENTS, LLC**, a Delaware limited liability company ("GPM Investments"), **GPM1, LLC**, a Delaware limited liability company ("GPM1"), **GPM2, LLC**, a Delaware limited liability company ("GPM2"), **GPM3, LLC**, a Delaware limited liability company ("GPM3"), **GPM4, LLC**, a Delaware limited liability company ("GPM4"), **GPM5, LLC**, a Delaware limited liability company ("GPM5"), **GPM6, LLC**, a Delaware limited liability company ("GPM6"), **GPM8, LLC**, a Delaware limited liability company ("GPM8"), **GPM9, LLC**, a Delaware limited liability company ("GPM9"), **GPM SOUTHEAST, LLC**, a Delaware limited liability company ("GPM Southeast"), **GPM TRANSPORTATION, LLC**, a Delaware limited liability company ("GPM Transportation"), **E CIG LICENSING, LLC**, a Delaware limited liability company ("E CIG") and **GPM MIDWEST, LLC**, a Delaware limited liability company ("GPM Midwest", together with GPM Investments, GPM1, GPM2, GPM3, GPM4, GPM5, GPM6, GPM8, GPM9, GPM Southeast, GPM Transportation and E CIG, collectively, "Grantors", and each a "Grantor") in favor of **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), in its capacity as agent ("Agent") for the Lenders.

WITNESSETH

WHEREAS, **WOC Southeast Holding Corp.**, a Delaware corporation, **Village Pantries Merger Sub, LLC**, a Delaware limited liability company, **Colonial Pantry Holdings, LLC**, a Delaware limited liability company, **Village Pantry Specialty Holding, LLC**, a Delaware limited liability company, **Marsh Village Pantries, LLC**, an Indiana limited liability company, **Village Pantry, LLC**, an Indiana limited liability company, **Mundy Realty, LLC**, an Indiana limited liability company, **ViVa Pantry & Petro Operations, LLC**, a Delaware limited liability company, **Village Variety Store Operations, LLC**, a Delaware limited liability company, **Next Door Group, LLC**, a Delaware limited liability company, **Pantry Property, LLC**, an Indiana limited liability company, **Next Door RE Property, LLC**, a Delaware limited liability company, **Next Door Operations, LLC**, a Delaware limited liability company, **Worsley Operating Company, LLC**, a North Carolina limited liability company, **LSF5 Cavalier Investments, LLC**, a Delaware limited liability company, **Virginia Oil Company, LLC**, a Delaware limited liability company, **WOCSC, LLC**, a South Carolina limited liability company, **Palm Food Stores, LLC**, a Delaware limited liability company (collectively together with each Person joined to the Loan Agreement (as defined below) as a borrower from time to time, collectively, the "Borrowers", and each a "Borrower") have entered into that certain Revolving Credit and Security Agreement with certain financial institutions party thereto from time to time as lenders (the "Lenders") and with Agent, dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement"), pursuant to which Agent and Lenders provided for the extension of credit to be made to Borrowers;

WHEREAS, Grantors have executed that certain Guaranty and Suretyship Agreement in favor of Agent and Lenders dated as of the date hereof (the "Guaranty Agreement") guaranteeing all amounts owing by Borrowers to Agent and Lenders under the Loan Agreement;

WHEREAS, each Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, together with

the goodwill of the business symbolized by such Grantor's trademarks and all products and proceeds thereof pursuant to that certain Guarantor Security Agreement executed by Grantors and GPM WOC Holdco, LLC in favor of Agent and Lenders dated as of the date hereof (the "Guarantor Security Agreement"), to secure the payment of the obligations under the Guaranty Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized herein but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the obligations under the Guaranty Agreement, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and trademark application listed on Schedule I annexed hereto (such trademarks and trademark applications, the "Trademarks"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks listed on Schedule I attached hereto constitute all trademarks owned or registered to such Grantor as of the date of this Agreement.

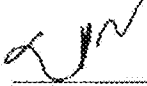
4. Covenants. Except as otherwise permitted under the Guarantor Security Agreement, each Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interests in the Trademarks without prior written consent of Agent.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

GPM INVESTMENTS, LLC
GPM 1, LLC
GPM 2, LLC
GPM 3, LLC
GPM 4, LLC
GPM 5, LLC
GPM 6, LLC
GPM 8, LLC
GPM 9, LLC
GPM SOUTHEAST, LLC
GPM TRANSPORTATION, LLC
E CIG LICENSING, LLC
GPM MIDWEST, LLC

By: 
Name: Don Bassell
Title: Chief Financial Officer

By: 
Name: Maury Bricks
Title: General Counsel

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

S-1

Acknowledged and accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By:

Name: Keith Moellering

Title: Senior Vice President

A handwritten signature in black ink, appearing to read "Keith Moellering", is written over a horizontal line. The signature is stylized and extends slightly below the line.

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

S-2

TRADEMARK
REEL: 005552 FRAME: 0767

SCHEDULE 1

TRADEMARK REGISTRATIONS

OWNER	TRADEMARK	REG. NO.	REG. DATE	STATUS
GPM Investments, LLC	FAS MART (& Design) (horizontal)	S.N. 73/714888; Reg. No. 1,517,607 (U.S.)	02/22/1988, 12/20/1988	Renewed
GPM Investments, LLC	FAS MART	S.N. 73/497809; Reg. No. 1,350,059 (U.S.)	09/04/1984, 07/16/1985	Renewed
GPM Investments, LLC	FAS MART (& Design) (stacked)	S.N. 73/718317; Reg. No. 1,517,619 (U.S.)	03/23/1988, 12/20/1988	Renewed
GPM Investments, LLC	SHORE STOP (& Design)	S.N. 85475432; Reg. No. 4,175,123 (U.S.)	09/30/1981, 08/17/1982	Registered July 17, 2012
GPM Investments, LLC	FAS MART (& Design) (horizontal)	S.N. 73/714888; Reg. No. 1,517,607 (U.S.)	02/22/1988, 12/20/1988	Renewed
GPM Investments, LLC	Sweet Oil	Unregistered	N/A	N/A
GPM Investments, LLC	Fas App	Reg No 4422018	October 22, 2013	
GPM Investments, LLC	All in Good Taste	Reg No 4476191	January 28, 2014	
GPM Investments, LLC	Fas Cashback	Reg no 45119027	April 22, 2014	

<u>Owner</u>	<u>Mark</u>	<u>Reg./App. No.</u>	<u>Issue/Filing Date</u>	<u>Status</u>	<u>Next Action</u>
GPM Southeast, LLC	CIGARETTE CITY	U.S. Reg. No. 2995521	09/13/2005	Registered; Sec. 8 filed	09/13/2014-09/13/2015 Sec. 8 & Sec. 9 Renewal App.
GPM Southeast, LLC	Design (Man in Hat and Topcoat Peering Through Spyglass)	Reg. No. 011409 (NC)	02/15/1995	Registered	02/15/2015 Renewal App.
GPM Southeast, LLC	SCOTCHMAN	U.S. Reg. No. 3494476	09/02/2008	Registered	09/02/2013-09/02/2014 Sec. 8 & 15 Affs.
GPM Southeast, LLC	SCOTCHMAN, YOUR GOOD NEIGHBOR STORE (& Design)	U.S. Reg. No. 3494477	02/15/1995	Registered	09/02/2013 – 09/02/2014 Sec. 8 & 15 Affs.
GPM Southeast, LLC	SCOTCHMAN (and design)	Reg. No. 002245 (NC)	04/18/1975	Registered	04/18/2015 Renewal App.
GPM Southeast, LLC	SCOTCHMAN STORES	U.S. Reg. No. 3,494,478	09/02/2008	Registered	09/02/2013 – 09/02/2014 Sec. 8 & 15 Affs.
GPM Southeast, LLC	QUICK & EASY EVERYDAY SHOP & CAFÉ (and Design)	S.N. 76714497	07/03/2013	Pending application	
GPM Southeast, LLC	VIRGINIA OIL COMPANY	U.S. Reg. No. 3548975	12/23/2008	Registered	12/23/2013-12/23/2014 Sec. 8 & 15 Affs.
GPM Southeast, LLC	CW'S COFFEE COMPANY	U.S. Reg. No. 3805131	6/22/2010	Registered	6/22/2015-6/22/2016 Sec. 8 & 15

					Affs.
GPM Southeast, LLC	CW'S COFFEE COMPANY	U.S. Reg. No. 3812391	7/6/2010	Registered	07/06/2015-07/06/2016 Sec. 8 & 15 Affs.
E CIG Licensing, LLC	E	86146838	12/18/2013	Filed	
E CIG Licensing, LLC	ELITE ELECTRONIC	86146822	12/18/2013	Filed	
E CIG Licensing, LLC	E Vapors	s.n. 86358509	Filed 8/6/14		
E Cig Licensing, LLC	E Electronics	s.n. 86358506	Filed 8/6/14		
E Cig Licensing, LLC	E Liquids	s.n. 86358486	Filed 8/6/14		
E Cig Licensing, LLC	The Elite Evaping Experience	s.n. 86361044	Filed 8/8/14		

POWER OF ATTORNEY

Dated June 3, 2015

GPM INVESTMENTS, LLC, a Delaware limited liability company ("GPM Investments"), **GPM1, LLC**, a Delaware limited liability company ("GPM1"), **GPM2, LLC**, a Delaware limited liability company ("GPM2"), **GPM3, LLC**, a Delaware limited liability company ("GPM3"), **GPM4, LLC**, a Delaware limited liability company ("GPM4"), **GPM5, LLC**, a Delaware limited liability company ("GPM5"), **GPM6, LLC**, a Delaware limited liability company ("GPM6"), **GPM8, LLC**, a Delaware limited liability company ("GPM8"), **GPM9, LLC**, a Delaware limited liability company ("GPM9"), **GPM SOUTHEAST, LLC**, a Delaware limited liability company ("GPM Southeast"), **GPM TRANSPORTATION, LLC**, a Delaware limited liability company ("GPM Transportation"), **E CIG LICENSING, LLC**, a Delaware limited liability company ("E CIG") and **GPM MIDWEST, LLC**, a Delaware limited liability company ("GPM Midwest", together with GPM Investments, GPM1, GPM2, GPM3, GPM4, GPM5, GPM6, GPM8, GPM9, GPM Southeast, GPM Transportation and E CIG, collectively, "Grantors", and each a "Grantor"), hereby authorizes **PNC BANK, NATIONAL ASSOCIATION**, its successors and assigns, and any officer or agent thereof (collectively, "PNC"), as agent for the Lenders (in such capacity, "Agent") under that certain Guarantor Security Agreement among Agent, Lenders, Grantors and GPM WOC Holdco, LLC, following the occurrence and during the continuance of an Event of Default as the true and lawful attorney-in-fact of each Grantor, with the power to endorse the name of such Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark Security Agreement between Grantors and Agent dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Security Agreement"), including, without limitation, the power to (a) record its interest in any Trademarks (as defined in the Trademark Security Agreement) or additional trademarks in the United States Patent and Trademark Office or other appropriate governmental office, (b) to execute on behalf of each Grantor a supplement to the Trademark Security Agreement, (c) to use the Trademarks in connection with exercising its rights and remedies under the Guarantor Security Agreement, including without limitation in connection with the sale of Inventory or Collateral, (d) to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or (e) to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else, in each case subject to the terms of the Trademark Security Agreement and Guarantor Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

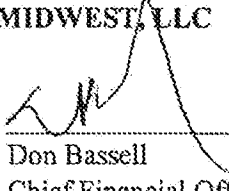
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Guarantor Security Agreement.

Each Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark Security Agreement and the Guarantor Security Agreement.

This Power of Attorney shall be irrevocable until all Obligations have been fully paid and satisfied in full in cash and the Guarantor Security Agreement has been terminated.

IN WITNESS WHEREOF, Grantors have executed this Power of Attorney as of the date stated above.

GPM INVESTMENTS, LLC
GPM 1, LLC
GPM 2, LLC
GPM 3, LLC
GPM 4, LLC
GPM 5, LLC
GPM 6, LLC
GPM 8, LLC
GPM 9, LLC
GPM SOUTHEAST, LLC
GPM TRANSPORTATION, LLC
E CIG LICENSING, LLC
GPM MIDWEST, LLC

By: 
Name: Don Bassell
Title: Chief Financial Officer

By: 
Name: Maury Bricks
Title: General Counsel

[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK SECURITY AGREEMENT]

S-2

COMPANY ACKNOWLEDGMENT

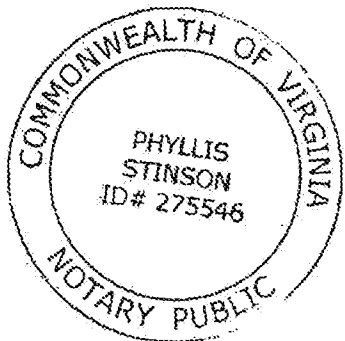
UNITED STATES OF AMERICA :
STATE OF Virginia : SS
COUNTY OF Henrico :

On this ___ of June, 2015, before me personally appeared Don Bassell, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of GPM Investments, LLC, a Delaware limited liability company, GPM1, LLC, a Delaware limited liability company, GPM2, LLC, a Delaware limited liability company, GPM3, LLC, a Delaware limited liability company, GPM4, LLC, a Delaware limited liability company, GPM5, LLC, a Delaware limited liability company, GPM6, LLC, a Delaware limited liability company, GPM8, LLC, a Delaware limited liability company, GPM9, LLC, a Delaware limited liability company, GPM Southeast, LLC, a Delaware limited liability company, GPM Transportation, LLC, a Delaware limited liability company, E CIG Licensing, LLC, a Delaware limited liability company and GPM Midwest, LLC, a Delaware limited liability company, that he signed the Power of Attorney pursuant to the authority vested in him by law; that the within Power of Attorney is the voluntary act of such company; and he desires the same to be recorded as such.

Phyllis Stinson
Notary Public

My Commission Expires

My commission expires Nov. 30, 2015



[NOTARY PAGE TO POWER OF ATTORNEY TO TRADEMARK SECURITY AGREEMENT]

S-3

UNITED STATES OF AMERICA :
STATE OF Virginia : SS
COUNTY OF Henrico :

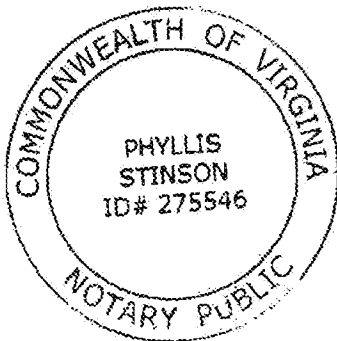
On this ___ of June, 2015, before me personally appeared Maury Bricks, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of GPM Investments, LLC, a Delaware limited liability company, GPM1, LLC, a Delaware limited liability company, GPM2, LLC, a Delaware limited liability company, GPM3, LLC, a Delaware limited liability company, GPM4, LLC, a Delaware limited liability company, GPM5, LLC, a Delaware limited liability company, GPM6, LLC, a Delaware limited liability company, GPM8, LLC, a Delaware limited liability company, GPM9, LLC, a Delaware limited liability company, GPM Southeast, LLC, a Delaware limited liability company, GPM Transportation, LLC, a Delaware limited liability company, E CIG Licensing, LLC, a Delaware limited liability company and GPM Midwest, LLC, a Delaware limited liability company, that he signed the Power of Attorney pursuant to the authority vested in him by law; that the within Power of Attorney is the voluntary act of such company; and he desires the same to be recorded as such.



Notary Public

My Commission Expires

My commission expires Nov. 30, 2015



[NOTARY PAGE TO POWER OF ATTORNEY TO TRADEMARK SECURITY
AGREEMENT]

S-4