

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM447027

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PDQ Food Stores, Inc.		10/06/2017	Corporation: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kwik Trip, Inc.		
<b>Street Address:</b>	1626 Oak Street		
<b>City:</b>	La Crosse		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	54602-2107		
<b>Entity Type:</b>	Corporation: WISCONSIN		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0834148	PDQ	
<b>Registration Number:</b>	0847183	PDQ	
<b>Registration Number:</b>	2333124	PDQ	
<b>Registration Number:</b>	2333125	PDQ	
<b>Registration Number:</b>	2333127	PDQ	
<b>Registration Number:</b>	2368371	PDQ	
<b>Registration Number:</b>	2391337	PDQ	
<b>Registration Number:</b>	2424629	PDQ	
<b>Registration Number:</b>	2424630	PDQ	
<b>Registration Number:</b>	2496853	PDQ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6082584258		
<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>			
<b>Phone:</b>	608 258-4204		
<b>Email:</b>	ipdocketing@foley.com, jrodriguez@foley.com		
<b>Correspondent Name:</b>	Tricia L. Schulz - Foley & Lardner LLP		
<b>Address Line 1:</b>	150 East Gilman Street		
<b>Address Line 2:</b>	Suite 5000		
<b>Address Line 4:</b>	Madison, WISCONSIN 53703		

OP \$265.00 0834148

<b>NAME OF SUBMITTER:</b>	Tricia L. Schulz
<b>SIGNATURE:</b>	/tschulz/
<b>DATE SIGNED:</b>	10/12/2017
<b>Total Attachments: 5</b> source=Trademark Assignment Agreement - PDQ and KTI#page1.tif source=Trademark Assignment Agreement - PDQ and KTI#page2.tif source=Trademark Assignment Agreement - PDQ and KTI#page3.tif source=Trademark Assignment Agreement - PDQ and KTI#page4.tif source=Trademark Assignment Agreement - PDQ and KTI#page5.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Trademark Assignment"), is made and entered into effective as of October 6, 2017, by PDQ FOOD STORES, INC., a Wisconsin corporation ("Seller"), in favor of KWIK TRIP, INC., a Wisconsin corporation ("Buyer").

### RECITALS

A. Seller and Buyer are parties to that certain Asset Purchase Agreement made and entered into effective as of July 14, 2017 (the "Purchase Agreement") by and among Buyer, Seller, GREATBANC TRUST COMPANY, not in its individual or corporate capacity but solely as the trustee (the "ESOP Trustee") of the PDQ Food Stores, Inc. Employee Stock Ownership Trust (the "ESOP Trust"), which implements and forms a part of the PDQ Food Stores, Inc. Employee Stock Ownership Plan (the "ESOP Plan" and together with the ESOP Trust, the "ESOP" or the "Stockholder") and Mike Arnold, Mike Whaley, Phil Troia and Lea Gerend (each, a "Key Employee," and collectively, the "Key Employees"). Capitalized terms not defined herein shall have the meanings assigned such terms in the Purchase Agreement.

B. Under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property assets and rights of Seller, including the trademarks listed in the attached **Schedule A** (the "Marks"), and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities and other third parties, if applicable.

### AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, the entire right, title and interest in and to and under the Marks, including any registrations and applications for registration thereof, together with the goodwill of the business in connection with which the Marks are used. Such assignment shall also include any common law rights in the name "PDQ," "PDQ Food Stores," "World Cup Coffee" and any rights in any other intellectual property or domain name used in the operation of Seller's business. The assigned Marks include all rights of any kind whatsoever of Seller accruing under any of the intellectual property assets and rights owned by Seller provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and any and all claims and causes of action, with respect to any of the foregoing whether accruing before, on and/or after the date hereof, including all rights and claims for damages, restitutions and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation,

violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes Buyer and any other third party designated by Buyer to record and register this Trademark Assignment (or a form thereof) upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the assigned Marks are properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The execution and delivery of this Trademark Assignment shall not, in any way, affect or limit the rights and obligations of Seller and Buyer under, or enlarge, restrict or otherwise modify, the terms of the Purchase Agreement.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction).

*[Remainder of page intentionally left blank; Signature page follows]*

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

PDQ FOOD STORES, INC.

By: 

Michael Arnold, President

AGREED TO AND ACCEPTED:

BUYER:

KWIK TRIP, INC.

By: 

Thomas E. Reinhart, Vice President

Schedule A

Mark	Registration No.	Registration Date	Class	Description of Goods and/or Services
PDQ (word only)	834,148	8/22/1967	42	Supervisory Services for Grocery Stores.
PDQ (word only)	847,183	4/2/1968	42	Grocery Store Services.
PDQ & Design	2,333,124	3/21/2000	4	Gasoline and Diesel Fuel.
PDQ (word only)	2,333,125	3/21/2000	4	Gasoline and Diesel Fuel.
PDQ (word only)	2,333,127	3/21/2000	37	Car Wash Services.
PDQ & Design	2,368,371	7/18/2000	37	Car Wash Services.
PDQ & Design	2,391,337	10/3/2000	30	Deli Products and Pre-Prepared Foods, Namely, Sandwiches, Macaroni, Rice and Pasta Salads; Bakery Goods, Namely, Cookies, Muffins, Pastries and Bagels; Coffee, both Prepared and Unprepared; Prepared Cocoa.
PDQ (word only)	2,424,629	1/30/2001	35  42	Retail Convenience Store Services Featuring Automotive Fuels, Packaged and Fresh Foods, Tobacco Products, Beer, Soft Drinks, Snack Foods, Candies, Health and Beauty Products, Non-Prescription Medicines, Magazines and Greeting Cards, and General Groceries and Merchandise.  Fast Food Restaurant and Delicatessen Services Featuring Sandwiches, Salads, Baked Goods, Soft Drinks and Coffee.
PDQ & Design	2,424,630	1/30/2001	35  42	Retail Convenience Store Services Featuring Automotive Fuels, Packaged and Fresh Foods, Tobacco Products, Beer, Soft Drinks, Snack Foods, Candies, Health and Beauty Products, Non-Prescription Medicines, Magazines and Greeting Cards, and General Groceries and Merchandise.  Fast Food Restaurant and Delicatessen Services Featuring Sandwiches, Salads, Baked Goods, Soft Drinks and Coffee.
PDQ (Word only)	2,496,853	10/9/2001	30	Deli Products and Pre-Prepared Foods, Namely, Sandwiches, Macaroni, Rice and Pasta Salads;

Mark	Registration No.	Registration Date	Class	Description of Goods and/or Services
				Bakery Goods, Namely, Cookies, Muffins, Pastries and Bagels; Coffee, both Prepared and Unprepared; Prepared Cocoa.
PDQ Food Stores	Unregistered			
World Cup Coffee	Unregistered			