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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM702223

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		01/13/2022	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	GPM Southeast, LLC	
Street Address:	et Address: 8565 Magellan Parkway	
Internal Address:	Suite 400	
City:	Richmond	
State/Country:	VIRGINIA	
Postal Code:	23227	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	5048670	EVERYDAY CAFE
Registration Number:	5048671	EVERYDAY CAFE
Serial Number:	88260715	BIISTRO'S
Registration Number:	2931105	R STORE
Registration Number:	1787210	BEVERAGE CITY
Registration Number:	5115170	F FAST FUELS
Registration Number:	5198882	FASTMARKET
Registration Number:	5198881	F FASTMARKET
Registration Number:	2696136	SOLO
Registration Number:	4002376	НТ
Serial Number:	85004961	HI-TECH
Registration Number:	3732119	EMPIRE'S FAST FUELS

# **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:** 2155695619

**Email:** timothy.pecsenye@blankrome.com

TRADEMARK

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**Correspondent Name:** Timothy D. Pecsenye (074658-01851)

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-01851
NAME OF SUBMITTER:	Timothy D. Pecsenye
SIGNATURE:	/Timothy D. Pecsenye/
DATE SIGNED:	01/14/2022

# **Total Attachments: 5**

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### TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENTS

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENTS (this "Termination"), is dated as of January 13, 2022, and made by PNC BANK, NATIONAL ASSOCIATION (the "Grantee"), to GPM SOUTHEAST, LLC, a Delaware limited liability company (the "Grantor").

WHEREAS, pursuant to that certain Supplement to Trademark Security Agreement dated October 13, 2016, the Supplement to Trademark Security Agreement dated December 3, 2019 and the Trademark Security Agreement dated October 7, 2020, made by Grantor in favor of Grantee (each a "Security Agreement", and collectively, the "Security Agreements"), a security interest was granted by the Grantor to Grantee in certain collateral, including the Intellectual Property (as hereinafter defined);

WHEREAS, the Security Agreement was recorded:

- (a) with the trademark division of the United States Patent and Trademark Office on October 19, 2016, at Reel/Frame 5902/0572;
- (b) with the trademark division of the United States Patent and Trademark Office on December 10, 2019 at Reel/Frame 6812/0606; and
- (c) with the trademark division of the United States Patent and Trademark Office on October 09, 2020.

WHEREAS, Grantee now desires to terminate the Security Agreement and terminate, release and discharge its security interest in the Intellectual Property;

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

- 1. <u>Definitions</u>. The term "Intellectual Property," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Intellectual Property listed on <u>Exhibit A</u> hereto.
- 2. <u>Release of Security Interest</u>. Grantee hereby terminates the Security Agreement and terminates, releases and discharges its security interest in the Intellectual Property and reassigns to the person or persons legally entitled thereto all right, title and interest of Grantee in the Intellectual Property.

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IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION

Name: James P. Sierakowski Title: Senior Vice President

[Signature Page to Termination and Release of Trademark Security Agreements]

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**RECORDED: 01/14/2022**