

01-07-2004



102639604
TRADEMARKS

Form PTO-1594
(Rev 6-93)

U.S. Department of Commerce
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1-7-04

1. Name of conveying party(ies):
CIRCLE K ENTERPRISES INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporations
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: December 17, 2003

2. Name and address of receiving party(ies):
Name: NATIONAL BANK OF CANADA, as Collateral Agent
Internal Address: Fifth Floor

Street Address: 1155 Metcalfe Street

City: Montreal State: Quebec ZIP: H3B 7S9

Country: Canada

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

Additional name(s) & Address(es) attached? Yes No

4. Application number(s) or trademark number(s):
If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s) See attached	B. Trademark No.(s) See attached
Additional numbers attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Nora A. Whitescarver
Internal Address: Mayer Brown, Rowe & Maw

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 8

7. Total fee (37 CFR 3.41): \$215.00
 Enclosed (Check No. 2847)
 Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nora A. Whitescarver Nora A. Whitescarver January 7, 2003
Name of Person Signing Signature Date

Total number of pages comprising cover sheet and document attachments: 9

RECEIVED COPY
JAN 17 10 41 AM '04

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TRADEMARK
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SCHEDULE I

TRADEMARK SECURITY AGREEMENT

CIRCLE K ENTERPRISES
("GRANTOR")

ITEM-A GRANTOR'S TRADEMARKS

Country/ State	Trademark	Registration No.	Registration Date	Renewal	Application No.
United States	CIRCLE K	1,149,199	3/24/1981	3/24/2001	73/192,877
United States	GRABBERS	2,171,977	7/7/1998	7/7/2008	75/244,026
United States Renewal Pending	K & Design	1,145,329	12/30/1980	12/30/2000	73/191,441
United States	K & Design	1,467,908	12/8/1987	12/8/2007	73/293,908
United States	K & Design	2,150,616	4/14/1998	4/14/2008	75/249,794
United States	THIRST BUSTER	1,481, 818	3/22/1998	3/22/2008	73/570,771
United States	THIRST BUSTER & Design	2,121,005	12/16/1997	12/16/2007	75/116,072
United States	THIRST FREEZER	2,211,713	12/15/1998	12/15/2008	75/251,406

ITEM-B TRADEMARK LICENSES

❖ NONE

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 17, 2003 (this "Agreement"), is made between CIRCLE K ENTERPRISES INC. (the "Grantor"), in favor of NATIONAL BANK OF CANADA, as Collateral Agent (together with its successor(s) thereto in such capacity, the "Collateral Agent") for the benefit of each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of December 17, 2003 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Alimentation Couche-Tard Inc., a corporation organized under the laws of the Province of Québec, Canada ("ACT"), certain of its Canadian wholly-owned Subsidiaries, as set forth on the signature pages thereto (such Subsidiaries collectively referred to as the "Canadian Borrowers"), certain of its U.S. wholly-owned Subsidiaries, as set forth on the signature pages thereto and, immediately following the consummation of the Acquisition pursuant to a joinder agreement in form and substance satisfactory to the Arrangers, Circle K Stores Inc. (together with such U.S. wholly-owned Subsidiaries collectively referred to as the "U.S. Borrowers", and the U.S. Borrower together with the Canadian Borrowers, collectively referred to as the "Borrowers"), the various financial institutions and other Persons from time to time parties thereto, as the Lenders, National Bank of Canada, as the Canadian Administrative Agent and the Collateral Agent and Canadian Imperial Bank of Commerce, as the U.S. Administrative Agent, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a U.S. Subsidiary Pledge and Security Agreement, dated as of December 17, 2003 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the

Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Collateral Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Collateral Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article XI thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

SCHEDULE I
to Trademark Security Agreement

Name of Grantor:

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
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Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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17185701

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

CIRCLE K ENTERPRISES INC.

By: _____

Title: *Authorized Signatory*

NATIONAL BANK OF CANADA,
as Collateral Agent

By: _____

Title: _____

By: _____

Title: _____

17185701

TRADEMARK
REEL: 002892 FRAME: 0258


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CIRCLE K ENTERPRISES INC.

By: _____
Title:

NATIONAL BANK OF CANADA,
as Collateral Agent

By:  _____
Title: VP

By:  _____
Title: Vice-Presidency

171RS701

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❖ NONE