

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
National Bank of Canada, As Collateral Agent		02/19/2008	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Circle K Enterprises, Inc.
Street Address:	1500 North Priest Drive
City:	Tempe
State/Country:	ARIZONA
Postal Code:	85281
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1149199	CIRCLE K
Registration Number:	2171977	GRABBERS
Registration Number:	1145329	K
Registration Number:	1467908	K
Registration Number:	2150616	K
Registration Number:	1481818	THIRST BUSTER
Registration Number:	2121005	THIRST BUSTER
Registration Number:	2211713	THIRST FREEZER

CORRESPONDENCE DATA

Fax Number: (612)332-9081
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 612.336.4619
 Email: broutman@merchantgould.com
 Correspondent Name: Brent E. Routman

CH \$215.00 1149199

Address Line 1: P.O. Box 2910
Address Line 4: Minneapolis, MINNESOTA 55402-0910

ATTORNEY DOCKET NUMBER:	9680.274US01
NAME OF SUBMITTER:	Brent E. Routman
Signature:	/ber/
Date:	02/22/2008

Total Attachments: 3
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies):

National Bank of Canada Acting as Collateral Agent
1155 Metcalfe Street, 5th Floor
Montreal, Quebec H3B 4S9
Canada

 Individuals Association
 General Partnership Limited Partnership
 Corporation-State of
 Other: Bank

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

2. Name and address of receiving party(ies):

Circle K Enterprises Inc.
1500 North Priest Drive
Tempe, Arizona 85281

 Individual(s) citizenship Association
 General Partnership Limited Partnership
 Corporation-State of Delaware
 Other: _____

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

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

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

Execution Date: February 2008

Individual(s) citizenship Association
 General Partnership Limited Partnership
 Corporation-State of Delaware
 Other: _____

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

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

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)/ Mark(s)

B. Trademark Reg. No.(s)/Mark(s)

1,149,199; 2,171,977; 1,145,329; 1,467,908; 2,150,616; 1,481,818;
1,121,005; and 2,211,713

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Brent E. Routman
Address: MERCHANT & GOULD P.C.
P.O. Box 2910
Minneapolis, MN 55402-0910

6. Total number of applications and trademarks involved: 8

7. Total fee (37 CFR 3.41): \$
 Enclosed
 Authorized to be charged to deposit account


8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

DO NOT USE THIS SPACE

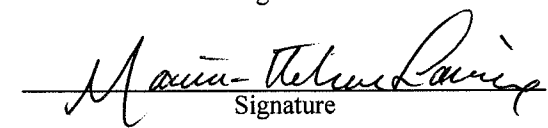
9. Signature:

National Bank of Canada, Collateral Agent

Dominic Albanese
Name of Person Signing


Signature
February 19, 2008
Date

Marie-Hélène Lacroix
Name of Person Signing


Signature
February 19, 2008
Date

Total number of pages including cover sheet, attachments, and document: _____

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Director of the United States Patent and Trademark Office
Washington, D.C. 20231

TERMINATION OF TRADEMARK SECURITY INTEREST

WHEREAS, Circle K Enterprises Inc., a Delaware Corporation, having a place of business at 1500 North Priest Drive, Tempe, Arizona 85281 (hereafter referred to as "Circle K") is using the following trademarks registered in the United States Patent and Trademark Office:

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CIRCLE K	1,149,199	March 24, 1981
GRABBERS	2,171,977	July 7, 1998
K & Design	1,145,329	December 30, 1980
K & Design	1,467,908	December 8, 1987
K & Design	2,150,616	April 14, 1998
THIRST BUSTER	1,481,818	March 22, 1998
THIRST BUSTER & Design	2,121,005	December 16, 1997
THIRST FREEZER	2,211,713	December 15, 1998

(hereafter referred to as the "Trademarks");

AND WHEREAS, Circle K granted to National Bank of Canada, a Canadian Corporation, as Collateral Agent, having a place of business at 1155 Metcalfe Street, Fifth Floor, Montreal, Quebec H3B 4S9, Canada, a security interest in the Trademarks under the Security Agreement set forth in the documents recorded on January 7, 2004 at Reel Number 002892, Frame Number 0252 (the "Security Agreement") to secure the obligation more fully set forth in the Security Agreement;

AND WHEREAS, said obligation has now been fully performed and satisfied;

NOW, THEREFORE, National Bank of Canada, as Collateral Agent:

1. **HEREBY ACKNOWLEDGES AND AGREES** that the Security Agreement is hereafter void and canceled, and **TERMINATES** the security interest on the Trademarks granted therein;
2. **HEREBY ASSIGNS** to Circle K, its successors, assigns, and legal representatives any and all remaining right, title and interest granted National Bank of Canada as Collateral Agent, pursuant to the Security Agreement in and to the Trademarks, together with the good will of the business symbolized by the marks, and the above-identified registrations thereof; and
3. **HEREBY COVENANTS** that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement. National Bank of Canada as Collateral

Agent also covenants that the person executing this Agreement on its behalf does so with National Bank of Canada's full and express authority.

To comply with 37 CFR 3.21 for recording of this Assignment, National Bank of Canada hereby authorizes and requests the firm of Merchant & Gould, P.C. to correct any errors in this Termination of Trademark Security Interest or insert any further identification or other information necessary or desirable to make this Termination of Trademark Security Interest suitable for recording in the United States Patent Office when such identification or information becomes known.

In Witness Whereof, I hereunto set my hand this 19 day of February 2008.

National Bank of Canada As Collateral Agent

BY:

NAME:

TITLE:

BY:

NAME:

TITLE:

NOTARIAL CERTIFICATE

PROVINCE OF Quebec)
CITY OF Montreal) ss.

On February 19, 2008, before me, a notary public, personally appeared Dominic Albanese and Marie-Helene Lacroix both personally known to me (of having proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and office



Ginette B. Deslauriers
Notary Public