

ESTTA Tracking number: **ESTTA1043905**

Filing date: **03/20/2020**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91232067
Party	Defendant United Refining Company of Pennsylvania
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Signature	/Laura K. Pitts/
Date	03/20/2020
Attachments	FINAL - March 20 - Kwik Trip v United - Updated Bazil Declaration.pdf(222716 bytes) Bazil Exhibit 1 - Kwik Trip Loyalty _ Home.pdf(274257 bytes) Exhibit 2 - Kwik Trip Rewards Program.pdf(63486 bytes) Exhibit 3 - Kwik Trip designations.pdf(39127 bytes)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE BEFORE THE
TRADEMARK TRIAL AND APPEAL BOARD

Kwik Trip, Inc.,

Opposer,

v.

United Refining Company of Pennsylvania,

Applicant.

Opposition No. 91232067

TESTIMONY AFFIDAVIT OF KATHY BAZIL

I, Kathy Bazil, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of this document, hereby state as follows:

1. I am a paralegal with the law firm of Buchanan Ingersoll & Rooney, P.C. The statements made herein are based upon my personal knowledge and my review of the documents, websites, and other materials attached as exhibits hereto and/or incorporated herein.

2. On March 11, 2020, I conducted a TESS search of the USPTO database at tmsearch.uspto.gov. I conducted a search for “KWIK TRIP” as a trademark and confirmed that there are no live applications or registrations for marks consisting of or containing “KWIK TRIP.” I also conducted a search of all filings in the name of Kwik Trip, Inc. and confirmed that Kwik Trip, Inc. has not filed a trademark application for the mark, “KWIK TRIP.”

3. On March 11, 2020, I visited the domain, www.kwikrewardsclub.com, and confirmed that this domain automatically redirects to the domain, www.kwikrewards.com. This means that when a user types the domain name, www.kwikrewardsclub.com, into an internet

browser, the user is automatically taken to www.kwikrewards.com and the webpage that appears thereon. Attached as Exhibit 1 is a printout of the webpage that appears when I attempt to visit the domain, www.kwikrewardsclub.com.

4. On March 19, 2020, I visited <https://www.kwiktrip.com/privacy-terms>, which provides links to Privacy Policy and Terms of Use for various programs offered by Kwik Trip. This includes a link to the “Kwik Rewards Program Terms and Conditions,” which is accessible at the following webpage: <https://www.kwiktrip.com/wordpress/wp-content/uploads/2020/02/KWIK-REWARDS-Program-TC-12.19.pdf>. Attached as Exhibit 2 are the “KWIK REWARDS Program Terms and Conditions” that are accessible at the foregoing link.

5. I reviewed the video file, which was attached as Exhibit A to Mr. Gonczy’s testimony declaration. *See* 40 TTABVUE 4. Based upon my review of the video, it is directed to the KWIK CARD and focuses on fundraising.

6. The video opens by asking a room full of people if they have “any fundraising ideas.” A talking “Kwik Card” then appears on screen and says “I’m the Kwik Trip Kwik Card. I will help you raise money for your organization.”

7. The talking “Kwik Card” then says you can “earn quick rewards of 3 cents a gallon and 4% on everything you buy.”



8. It ends by showing an image of a check written to “Your Organization” and saying that “[f]undraising has never been easier.” There is no direct reference to KWIK REWARDS as the name of a program.

9. Attached as Exhibit 3 are Opposer Kwik Trip, Inc.’s (“Kwik Trip”) 30(b)(6) designations, which were served by Kwik Trip’s counsel on May 22, 2018.

10. The remainder of the exhibits referenced herein are being submitted to the TTAB contemporaneously through the Applicant United Refining Company of Pennsylvania’s (“United” or “Applicant”) Notice of Reliance (“NOR”). Throughout this declaration, I will refer to the exhibits by their exhibit numbers in the Applicant’s NOR (e.g., “NOR Exhibit X”). The NOR Exhibits identified herein are hereby incorporated by reference and will be served on Opposer contemporaneously with this declaration. However, in order to avoid duplicative evidence and to ease judicial burden, the exhibits will only be uploaded to TTABVUE once (through Applicant’s NOR). I visited the websites referenced herein between March 11, 2020 and March 20, 2020 and confirmed that they are active and the NOR exhibits incorporated herein are true and correct copies of same.

11. NOR Exhibit 7 is a true and correct copy of the trademark application for U.S. App. No. 86896053, which was obtained from the USPTO’s electronic database records. This application was filed in the name of Kwik Trip, Inc. on February 3, 2016 for the mark, KWIK REWARDS, on the basis of use in commerce. The specimen submitted in connection with U.S. App. No. 86896053 refers to the “Kwik Rewards Loyalty Program” and identifies three levels of rewards.

12. NOR Exhibits 8-10 are true and correct copies of three office actions issued against U.S. App. No. 86896053 and Kwik Trip's responses, which were obtained from the file history for U.S. App. No. 86896053 from the USPTO's electronic database records.

13. NOR Exhibit 11 is a true and correct copy of the trademark application for U.S. App. No. No. 87352198, which was obtained from the USPTO's electronic database records. This application was filed for the stylized KWIK REWARDS mark in the name of Kwik Trip, Inc. on February 28, 2017 as an intent-to-use trademark.

14. NOR Exhibit 12 are true and correct copies of an office action issued against U.S. App. No. No. 87352198 and Kwik Trip's response, which were obtained from the file history for U.S. App. No. No. 87352198 from the USPTO's electronic database records.

15. NOR Exhibits 43-44 are true and correct copies of website printouts and screenshots taken from the website, www.doublekwik.com. According to its website, DOUBLE KWIK is the name of a chain of approximately 40 gas/convenience stores located in Kentucky. I visited the following domain (<https://www.doublekwik.com/store-locator/>) and confirmed that there are several DOUBLE KWIK locations located in Kentucky.

16. The DOUBLE KWIK chain of gas/convenience stores advertises a rewards program under the name DOUBLE KWIK REWARDS, which is available to customers of the DOUBLE KWIK chain and allows customers to save money and earn rewards when they shop in DOUBLE KWIK stores. The DOUBLE KWIK REWARDS program is advertised on the www.doublekwik.com home page, which links to the webpage <https://doublekwik.allpointscommunity.com/#/>. NOR Exhibit 45 is a screenshot of <https://doublekwik.allpointscommunity.com/#/>.

17. NOR Exhibit 46 is a website printout from the Apple iTunes store, showing use of the DOUBLE KWIK REWARDS mark in connection with a mobile application that is associated with the customer loyalty program.

18. NOR Exhibits 47-48 are website printouts obtained from www.kwikstop.org. KWIK STOP is the name of a chain of more than 20 gas station and convenience stores located in Nebraska and Colorado. As shown in NOR Exhibit 48, the KWIK STOP chain of gas store and convenience stores offers a rewards program for customers of the KWIK STOP under the name KWIK STOP REWARDS. According to its website, KWIK STOP customers can join the program by picking up a rewards card at their nearest KWIK STOP store, which will allow them to enjoy roll-back pricing, exclusive loyalty promotions and more.

19. NOR Exhibit 49 are website printouts and screenshots from www.kwikshop.com. According to its website, www.kwikshop.com, KWIK SHOP is the name of a chain of 127 convenience store chains in the United States.

20. NOR Exhibit 50 is a website printout from www.quikstop.com. On March 19, 2020, I reviewed the history of the QUIK STOP chain at the webpage, <https://www.quikstop.com/about/>, which could not be printed in readable format. Based upon my review of the website and the company's history, QUIK STOP is the name of a chain of gas station and convenience store franchises in California that was originally founded in Fremont, California in 1965. According to their company history, both KWIK SHOP and QUIK STOP were purchased by EG Group in 2018.

21. NOR Exhibit 51 are website printouts from the webpage for a chain of gas station and convenience stores which operate under the name KWIK STOP. The first printouts were obtained from www.kwikstop1.com on December 21, 2017 and originally produced under the

Bates number starting with URC000772. At that time, the website advertised a chain of 10 KWIK STOP locations throughout Dubuque, Iowa. The updated printouts were obtained on March 18, 2020 from the website <https://gokwikstop.com>, which is an updated website for the same KWIK STOP chain. I visited <https://gokwikstop.com/store-locator/> and confirmed there are around 10 KWIK STOP locations still operating in Dubuque, Iowa.

22. NOR Exhibits 52-53 are website printouts from www.kwikchek.com. KWIK CHEK is a chain of convenience stores, grocery stores and quick food operations with 45 locations across Texas and Oklahoma. I visited <https://kwikchek.com/locations/>, which lists KWIK CHECK locations, and confirmed there are dozens of locations operating throughout Texas and Oklahoma.

23. KWIK CHEK offers a rewards program for its customers under the name, KWIKCARD REWARDS, which is described in further detail in NOR Exhibit 53. According to its website, the KWIKCARD REWARDS program is a points-based reward program that allows KWIK CHEK customers to start earning points on qualified purchases in KWIK CHECK locations and redeem points for fuel rewards.

24. NOR Exhibit 55 is a website printout from www.kpquickstop.com, which shows use of the QUIK STOP KP logo in connection with gas station and retail convenience stores. The QUIK STOP KP logo is registered through U.S. Reg. No. 5973585.

25. NOR Exhibit 57 is a printout of online Yellow Page listings for “KWIK GAS” locations in Portland, Oregon, obtained on March 10, 2020. The Yellow Page listings reveal several “KWIK GAS” gas station and convenience store locations in Portland, Oregon and Vancouver, Oregon.

26. NOR Exhibit 58 are website printouts from www.jordanskwikstopinc.com. JORDAN'S KWIK STOP is a line of more than 50 gas station and convenience stores located in Arkansas and Mississippi.

27. Dave Dearing is the listed owner of U.S. Reg. No. 2597731 for the mark, KWIK STOP. NOR Exhibit 59 is a copy of Mr. Dearing's LinkedIn profile obtained from www.linkedin.com. According to his LinkedIn profile, Mr. Dearing is still the owner of the "Kwik Stop" stores in Dallas, Texas.

28. NOR Exhibit 60 is a printout of online Yellow Page listings for "Kwik Stop" gas stations and convenience stores located in Dallas, Texas, obtained on March 9, 2020 from www.yellowpages.com. The Yellow Page listings show more than ten (10) listings for "Kwik Stop" gas stations and convenience stores in the Dallas, Texas area.

29. NOR Exhibit 61 is website printouts from www.boyett.net, which show use of the name "KWIK SERV" as the name of a franchise of gas station and convenience stores in California.

30. NOR Exhibit 62 is a website printout from <https://kjsuperstores.com/kjs-kwik-stop>. KT's Kwik Stop is the name of a gas station located in Malad City, Idaho.

31. NOR Exhibit 63 is a printout of a Facebook page for a KWICK PANTRY convenience store located in Little Rock, Arkansas, obtained from www.facebook.com. KWICK PANTRY is a registered trademark through U.S. Reg. No. 4419806.

32. NOR Exhibit 64 is a screenshot of a Facebook page for QUIK FUEL, obtained from www.facebook.com. QUIK FUEL is a gas station and convenience store located in South Hill, Virginia.

33. NOR Exhibit 65 is a website printout from <https://quikefoods.com/>. QUIK-E is the name of a chain of 14 gas station and convenience stores located in Central Virginia.

34. NOR Exhibit 66 is a website printout from <http://www.superquik.net/>. SUPER QUIK is the name of a chain of 14 gas station and convenience stores that are headquartered in Russell, Kentucky, with locations in Kentucky, Ohio, and West Virginia.

35. NOR Exhibit 67 is a website printout from <https://dadsquikmart.com/>, which shows use of the name DAD'S QUIK MART in connection with a convenience store in Sparks, Nevada.

36. NOR Exhibit 68 are screenshots and website printouts from <https://dionsquikchik.com/>. The DION'S QUIK CHIK name is used in connection with a chain of 11 gas station and convenience stores in Florida.

37. NOR Exhibit 69 is a website printout from <http://quikmart.com/>, QUIK MART is the name of a chain of 38 convenience stores located in North Alabama and Southern Tennessee.

38. NOR Exhibit 70 is a website printout from <https://www.quikmartstores.com/>, a separate chain of 28 gas station and convenience stores in Arizona that operate under the name QUIK MART.

39. NOR Exhibit 71 is a website printout from <https://www.abeloil.com/>, which shows use of ABEL'S QUIK SHOP as the name of a chain of 18 gas stations and convenience stores in Missouri.

40. NOR Exhibit 72 are website printouts from <https://quickchek.com>. QUICKCHEK is the name of a line of over 150 gas station and convenience stores in New York and New Jersey. QUICKCHEK is also a federally registered trademark, including U.S. Reg. Nos. 2490372, 3588509, and 3551454.

41. NOR Exhibit 73 is a printout from www.wikipedia.org regarding the history of the gas station chain operating under the name QUIKTRIP. According to Wikipedia, QuikTrip Corporation is a privately held company headquartered in Tulsa, Oklahoma, that has more than 800 QUIKTRIP convenience and gasoline retail locations in 11 states.

42. NOR Exhibit 74 is a screenshot of Frequently Asked Questions about QUIKTRIP's rewards program, obtained from www.qt-rewards.com. According to its website, QuikTrip offers a rewards program under the name QT Rewards for customers of its Wichita, Kansas stores.

43. NOR Exhibit 75 are website printouts from <http://www.greenevilleoil.com/>. Greeneville Oil & Petroleum owns and operates a chain of 38 gas/convenience stores under the name QUICK STOP in Tennessee.

44. The QUICK STOP chain of gas/convenience stores markets a rewards card to customers of its QUICK STOP stores under the name QUICK STOP REWARDS. NOR Exhibit 76 is a website printout and screenshots from <http://www.quickstoprewards.com/>, which can be reached by clicking the "Quick Rewards" link on <http://www.greenevilleoil.com/>. The <http://www.quickstoprewards.com/> website promotes the QUICK STOP REWARDS card to QUICK STOP customers, who can earn and redeem points through purchases at QUICK STOP locations.

45. NOR Exhibit 77 is a website printout obtained from <https://www.bennyscarwash.com/b-quik/>, showing use by Benny's Car Wash of the B-QUIK trademark in connection with 3 convenience store and fuel stops located in Louisiana. B-QUIK is a registered trademark through U.S. Reg. No. 3148758.

46. NOR Exhibit 78 is a website printout from www.joeskwikmart.com. JOE'S KWIK MART is a chain of 10 gas station and convenience stores operating in Pennsylvania.

47. NOR Exhibit 79 is a website printout from www.joeskwikmart.com/rewards regarding its customer loyalty program. JOE’S KWIK MART and UNI-MART, a related chain of gas/convenience stores, offer a rewards program for their customers under the name, Uni-Mart & Joe's Kwik Marts Rewards. The reward program is administered by mobile application and enables customers to earn discounts on fuel and save on in-store purchases made at participating JOE’S KWIK MART or UNI-MART locations.

48. NOR 81 is a website screenshot obtained from www.citgo.com, which shows Citgo advertising “Quik Mart” as a “pioneering retail concept store [that] combined the sale of gasoline with convenient food items” as early as 1972. Citgo is the owner of U.S. Reg. No. 1572423 for the mark, QUIK MART. NOR 81 also includes website printouts from www.yelp.com, which show representative Citgo-QUIK MART locations in Georgia and New Jersey.

49. NOR 91 is a website printout from www.yelp.com showing use of the KWIK FARMS trademark in connection with convenience/gasoline store in Philadelphia, PA. KWIK FARMS is a registered trademark through U.S. Reg. No. 1288389.

{{Remainder of Page Intentionally Blank. Signature on Following Page}}

Executed: 3/20/20



Kathy Bazil

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing **TESTIMONY
DECLARATION OF KATHY BAZIL** was served this 20th day of March, 2020 by
electronic mail on:

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Exhibit 1

 [Find a Store \(https://www.kwiktrip.com/locator\)](https://www.kwiktrip.com/locator)

[\(https://www.kwiktrip.com/\)](https://www.kwiktrip.com/)

MENU



Receive rewards just for shopping!

[Kwik Rewards \(/\)](#) [\(/?type=fleet\)](/?type=fleet)

[Log In \(/kwik-rewards/login\)](/kwik-rewards/login)

or

[Sign Up \(/register\)](/register)

[Learn More](#)

Kwik Rewards

Free Food & Merchandise



Use your rewards card in-store and at the pump to earn free items.

Discounts on Fuel



Get cents off fuel discounts when buying qualifying items, which can be redeemed for instant savings at the pump.

Digital Punchcards



Use your rewards card in-store and at the pump to earn free items.

Exclusive Coupons



Add coupons to your card, and redeem your rewards just by showing your rewards card when you check out.

[\(https://www.kwiktrip.com/\)](https://www.kwiktrip.com/)

MENU

[Sign Up \(/register\)](/register)

All your rewards. In one easy place.



(<https://itunes.apple.com/us/app/kwik-rewards/id1324738781?mt=8>)



(<https://play.google.com/store/apps/details?id=com.kwiktrip>)



(<https://itunes.apple.com/us/app/kwik-rewards-fleet/id1449312591>)



(<https://play.google.com/store/apps/details?id=com.kwiktrip.fleet>)

Kwik Rewards Credit & Debit

To apply, sign up for your Kwik Rewards loyalty account. If you have an account, simply login above to apply.

Automatic 3¢ off Gas



Use your Kwik Rewards Credit or Debit to purchase fuel at Kwik Trip and automatically get 3¢ per gallon off at the pump.

5% off In-store



Use your Kwik Rewards Credit or Debit and receive 5% off most in-store purchases.

All the Basics



Receive all the same benefits as Kwik Rewards members with a single card.

[Sign Up \(/register\)](#)

Kwik Rewards Fleet

(<https://www.kwiktrip.com/>)

MENU

Get Points for Buying Commercial Fuel

Rewards and Points Multipliers

Digital Punchcards



Every time you fill up at Kwik Trip, you'll earn points you can use in-store to purchase most in-store items.



Earn rewards and points multipliers based on how much you fill up each month.



Earn digital punches just by swiping your rewards card with qualifying items.

Sign Up (/register)

[\(https://www.kwiktrip.com/\)](https://www.kwiktrip.com/)



<https://www.facebook.com/KwikTripStar>



<https://www.snapchat.com/add/kwiktrip/>

About Our Fuel

<https://www.kwiktrip.com/our-story/fuel>

Gift Cards

<https://www.kwiktrip.com/shop-landing>

Contact Us

<https://www.kwiktrip.com/contact-us>

Find a Store

<https://www.kwiktrip.com/locator>

Donations

<https://www.kwiktrip.com/community/donations>

Savings

<https://www.kwiktrip.com/savings>

Sweepstakes

<https://www.kwiktrip.com/sweepstakes>

FAQs

<https://www.kwiktrip.com/faqs>

Employee Login

<https://lawpc.c0ui.netaspx.com/sso/SSOServlet?>

[wa=wsignin1.0&wtrealm=https%3a%2f%2finforpc.c0ui.netaspx.com%2f_trust%2f&wctx=https%3a%2f%2finforpc.c0ui.netaspx.com%2f_layouts%2fA](https://lawpc.c0ui.netaspx.com/sso/SSOServlet?wa=wsignin1.0&wtrealm=https%3a%2f%2finforpc.c0ui.netaspx.com%2f_trust%2f&wctx=https%3a%2f%2finforpc.c0ui.netaspx.com%2f_layouts%2fA)

Convenience Transportation, L.L.C.

<https://www.kwiktrip.com/convenience-transportation/>

<https://www.kwiktrip.com/>

Careers

<https://jobs.kwiktrip.com/>

Vendor Documents

<https://www.kwiktrip.com/vendor-documents>

MENU



THE Kwik TRIP



<https://itunes.apple.com/us/app/kwik-rewards/id1324738781?mt=8>

<https://play.google.com/store/apps/details?id=com.kwiktrip>

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Exhibit 2

KWIK TRIP, INC.**KWIK REWARDS Program Terms and Conditions**

KWIK REWARDS PROGRAM: The Kwik Rewards Program ("Program") is offered to Kwik Trip, Kwik Star, and Tobacco Outlet Plus Grocery customers at the sole discretion of Kwik Trip, Inc. and is open only to individuals who are thirteen (13) years of age and older and have enrolled in the Program with a valid email address. The Kwik Rewards program is not targeted toward, or intended for use by anyone under age 13. If you are between the age of 13 and 17, you may only join the program with the permission of a parent or legal guardian. Your Kwik Rewards account ("Account") is issued by Kwik Trip, Inc. (herein after "we," "our" or "us") located in La Crosse, Wisconsin. The terms and conditions set forth herein govern the Program ("Program Rules"). In these Program Rules, "you" or "your" means all persons responsible for complying with these Program Rules, including natural persons, companies, and other business entities, whether or not incorporated, or the person or party who applied for the Account, or any person you authorize to use your Account. Upon enrollment, you will be issued a Kwik Rewards ID number that is linked to your Account. You may only have one (1) Account linked to your name/business. Your membership in the Program will be renewed automatically each year on January 1st as long as your Account is open, or until we notify you of the Program's cancellation. The Program is not subject to an annual program fee.

PARTICIPATION: By enrolling in the Program as a member ("Member"), you will be able to collect visits, punches, and cents per gallon rewards ("Rewards") by, among other things, purchasing qualified products at Kwik Trip, Kwik Star, and Tobacco Outlet Plus Grocery locations. To enroll, you must meet the terms for participation established by us to obtain a Kwik Rewards card or authorized alternate identification number ("Alt ID"). You acknowledge that Kwik Trip may use the information you provide during Program enrollment as a way to communicate Program changes, reward coupons, special offers, and other benefits for Program members, promotions and sweepstakes. You may choose to opt-out of these communications by clicking "Unsubscribe" at the bottom of any e-mail.

YOUR ACCOUNT: Once your Kwik Rewards card ("Card") is activated at www.kwikrewards.com and you have provided us with a valid e-mail address and phone number, we will establish an Account in your name. We may refuse to grant to you, and you may not use, a username (or e-mail address) that is already being used by someone else, that may be construed as impersonating another person, that belongs to another person, that we determine may violate the intellectual property or other rights of any person, that is offensive in our sole determination, or that we reject for any other reason in our sole discretion. You agree to provide us with, and keep up-to-date, accurate, truthful and complete account information (including, but not limited to your e-mail address). You may only collect Rewards in one Account. Your Account is non-transferable and may not be sold, combined or otherwise shared with another person, except as provided in this paragraph. If you violate these terms and conditions, commit fraud or falsify information in connection with your use of the Program in our sole discretion, we may terminate your Account, and you will forfeit any pending current or future Rewards. You may elect to close your Account at any time by notifying Kwik Trip. Upon closure of your Account, any rights to redeem Rewards from that Account are lost.

EARNING REWARDS: You may earn Rewards in the Program in many ways, including but not limited to the following:

Visit Rewards: A visit may be earned after any qualifying purchase at any Kwik Trip, Kwik Star, or Tobacco Outlet Plus Grocery locations in-store or at the fuel dispenser. Only one visit may be earned in any period of two consecutive hours. Additional purchases occurring within two hours of the last visit earned will not receive a visit. Visit accumulation will begin on the day you first use your Account; however you cannot redeem Visit Rewards until you register with the Program. Once you have earned 15 qualifying visits, you will earn one Visit Reward which can be redeemed for your selected Visit Reward. In some cases, your Visit Reward will automatically be awarded without purchase (Ex: Sweepstakes Entry).

Punch Card Rewards: Punch Card Rewards may be earned by purchasing qualified products at any Kwik Trip, Kwik Star, or Tobacco Outlet Plus Grocery locations. Punch Card Reward accumulation will begin on the day you first use your Account; however you cannot redeem Punch Card Rewards until you register with the Program. Please refer to the mobile app or www.kwikrewards.com for a listing of current punch cards.

Fuel Discounts: Fuel Discounts may be earned by purchasing qualified products at any Kwik Trip, Kwik Star, or Tobacco Outlet Plus Grocery locations. Fuel Discount accumulation will begin on the day you first use your Account; however you cannot redeem Fuel Discounts until you register with the Program.

Additional Rewards: Additional Rewards may be earned by participating in certain sweepstakes, contests, or promotions or by taking certain actions in each case as specified by us. You acknowledge that Kwik Trip may automatically enter you

in a sweepstakes if you elect to opt-in during enrollment. Please refer to the specific sweepstake terms and conditions for additional information. These can be found at www.kwiktrip.com/ContestRules.

On occasion, there may be promotional offers for the Program which provide the opportunity to accumulate additional Rewards as defined by the separate terms of that promotion, which shall be referred to as "Additional Rewards". Rewards and Additional Rewards are subject to the limitations defined below under "Rewards Redemption".

To earn Rewards, you must swipe or scan your Card once the transaction has been initiated, but before the transaction has been finalized. If you do not swipe or scan your card the transaction cannot be recorded. Kwik Rewards Members also have the option to enter their Alt ID in lieu of swiping or scanning their Card to earn Rewards. Rewards are issued for promotional purposes only. Rewards earned have no cash value. Rewards may not be assigned, sold, transferred, and/or pledged to any third party. You have no property rights or other legal interests in Rewards. Rewards from separately enrolled Accounts may not be combined into one Account. There is no maximum amount of Rewards that you can accumulate in the Program, subject to the expiration of Rewards. Rewards may only be earned in-store or at the fuel dispenser. You will not be able to earn Rewards for purchases made at car wash terminals.

We have the right to monitor all Account activity. If, in our sole discretion, we believe or suspect that you, or anyone using your Card or Account has engaged in any fraud, abuse or suspicious activity; failed to follow the Program Rules; or made any misrepresentations, we reserve the right to close or freeze your Account immediately, prohibit you from accruing and/or earning Rewards on your Account, and/or cause you to forfeit any Rewards not already redeemed. If your Rewards are cancelled or forfeited for any reason, we will not reinstate those Rewards to your Account. If your Account is closed for any reason, your membership in the Program will be terminated. We have the right to deactivate Accounts that have been inactive for 12 consecutive months. If we believe that you, or anyone using your Card or Account, has conducted any fraudulent activity, we reserve the right to take any necessary legal action and may have grounds to confiscate any Rewards redeemed as a result of such activity. In addition, you may be liable to us for monetary losses, including costs, and damages and reasonable attorneys' fees, and you will not be allowed to participate in the Program in the future.

If you have any questions about your Account balance, or if you believe that your Account has been the subject of any suspicious activity, please call (800) 305-6666.

REWARDS EXPIRATION:

Visit Rewards: Each Visit Reward expires 365 days after the date the Visit Reward was earned.

Fuel Discounts: Earned Fuel Discounts (including Fuel Discounts earned prior to registration, and any separately earned promotional Additional discounts) expire 30 days after the date the Fuel Discounts are earned. Fuel Discounts are valid for a single use only, up to 30 gallons. Any unused discounts are forfeited. If you pump less than 30 gallons in a single transaction when redeeming your discounts, you immediately forfeit the discounts on those remaining un-pumped gallons.

Additional Rewards: Additional Rewards may have shorter expiration terms, which will be defined by the separate terms of that promotion.

REWARDS REDEMPTION: Rewards earned will be available for use within twenty-four (24) hours after you register your account at www.kwikrewards.com. The availability for use and redemption of any Additional Rewards will be governed by the separate terms of that promotional offer. Rewards will be redeemed on a first-earned, first-redeemed basis. All Rewards redemptions are final and may not be cancelled. Fuel Discounts may be combined with various fuel discount promotions to discount fuel prices, however the dispenser will never decrease the price per gallon to zero and will always display at least \$0.01 per gallon.

KWIK REWARDS PLUS CREDIT CARD AND KWIK REWARDS PLUS DEBIT CARD. Except where prohibited by applicable law, if you are a holder of a Kwik Rewards Plus Credit Card or a Kwik Rewards Plus Debit Card account which is not in default, you will receive an instant pricing discount equal to three cents (\$0.03) per gallon on all fuel purchases paid by your Kwik Rewards Plus Credit Card or Kwik Rewards Plus Debit Card and a discount of ten percent (10%) if your Kwik Rewards Plus Credit Card or Kwik Rewards Plus Debit Card account was opened before 09/01/2017, or five percent (5%) if your Kwik Rewards Plus Credit Card or Kwik Rewards Plus Debit Card account was opened on or after 09/01/2017, on certain in-store purchases made at a Kwik Trip, Kwik Star, or Tobacco Outlet Plus Grocery location. Such discount shall not apply to certain products which are subject to statutory minimum mark-up requirements or which are

otherwise prohibited by law from earning such rewards or other restricted items at our discretion. Restricted items include tobacco, alcohol (Beer, Wine, Liquor, Malt Beverages), lottery, lotto, money orders, gift cards, pre-pay cards, carwash cards, carwashes, and stamps. This list is not inclusive and can change at any time.

FUND RAISING DESIGNATION: If you are a holder of a Kwik Rewards Plus Credit Card or Kwik Rewards Plus Debit Card account, you have an option to support your favorite charity, group or organization by designating that charity, group or organization to receive a donation check from us in lieu of your three cents (\$0.03) per gallon and in-store instant pricing discounts. By selecting this option, you will no longer receive these Rewards, and instead the amount of Rewards that you earn will be given to the group or charity of your choice. In addition, we will make an additional donation of 5% of your total in-store purchases, excluding certain items subject to statutory minimum mark-up requirements, or which are otherwise prohibited by law from earning such rewards, to this same charity, group or organization. Donations will be issued only if your Kwik Rewards Plus Credit Card or Kwik Rewards Plus Debit Card account is not in default at the time of the issuance of such donations. We shall issue the donation check to the designated charity, group or organization on a quarterly basis. Cardholders are still eligible for Punch Cards, Fuel Discounts, and Visit Rewards.

KWIK REWARDS PLUS CREDIT OR DEBIT CARDS: Account holders of Kwik Rewards Plus Credit or Kwik Rewards Plus Debit Cards are entitled to receive the same benefits as Kwik Rewards members plus additional rewards for using the Kwik Rewards Plus Credit Card or Kwik Rewards Plus Debit Card as payment. For more information and separate terms and conditions for the Kwik Rewards Plus Credit Card or Kwik Rewards Plus Debit Card, visit: <https://www.kwiktrip.com/privacy-terms>.

KWIK REWARDS FLEET: Kwik Rewards Fleet is an extension of the Kwik Rewards Program and designed for professional drivers. Cardholders must swipe their Kwik Rewards Fleet card at the pump or at the time of purchase to earn points per gallon of commercial Diesel, CNG, and Dispensed DEF. Earn 1 Point for every qualifying fuel gallon purchased and 1 Point per dollar spent in-store on most items. Cardholders can earn 2x or 4x the points depending on prior month gallon purchases. Kwik Rewards Fleet card must be registered in order to qualify for point multipliers. See example below:

Kwik Rewards Fleet Status	Gallons Purchased in Prior Month	Points Per Gallon Earned in Current Month
4x	1,400+ Gallons	4 Points per gallon
2x	500 – 1,399 Gallons	2 Points per gallon
1x	499 Gallons or less	1 Point per gallon

Each point is equal to one cent in-store and spends like cash. Redemption restrictions apply to certain products which are subject to statutory minimum mark-up requirements or which are otherwise prohibited by law from earning such rewards or other items at our discretion. Restricted items include fuel, tobacco, alcohol (Beer, Wine, Liquor, Malt Beverages), lottery, lotto, money orders, gift cards, pre-pay cards, pre-pay services, carwash cards, carwashes, and stamps. This list is not inclusive and can change at any time. Points and other benefits are not redeemable for cash or cash equivalents and are not transferable. Additionally, when you purchase a minimum of 50 gallons of qualifying fuel in a single transaction you will earn one free drink and one free shower reward. These rewards will be automatically loaded to your account. Drink rewards expire after 24 hours and are valid on fountain drinks up to 44 oz and regular Karuba Coffee up to 20 oz (Excluding Karuba Gold and Fresh Blend Beverages). Shower rewards expire after 14 days. Points earned expire after 365 days.

ADDITIONAL OBLIGATIONS: We are not responsible for any tax liability that you may have in connection with your Rewards or this Program. Any disputes concerning Rewards will not affect your payment obligations for your purchases. We are not responsible for any disputes among you or any authorized users relating to the Program. If you have any questions regarding the Program, please call us at (800) 305-6666.

PROGRAM RESTRICTIONS: We reserve the right to approve, deny or revoke participation in the Program to any individual for any reason whatsoever on an immediate basis and without prior notice. If we determine that you have registered more than one (1) Account to your name/business, we reserve the right to terminate all of your Accounts without further notice.

PRIVACY: Please refer to our Privacy Policy for information on how we use and collect information on our website, mobile app, and other means. This can be found at: <https://www.kwiktrip.com/privacy-terms>.

RIGHT TO CHANGE/MODIFY/CANCEL: We may cancel, modify, restrict, waive or terminate any of the Program Rules, including but not limited to the rules for earning and redeeming Rewards and the expiration policy for Rewards, at any time, with or without notice to you, even though these changes may affect your ability to use any Rewards you have already earned. Your continued participation in the Program constitutes your acceptance of any changes to the terms and conditions of the Program. You are responsible for remaining knowledgeable of any changes that we make to the Program and the Program Rules. The most current version of these Program Rules will be available on the website www.kwikrewards.com and will supersede all previous versions of these Program Rules.

TERMINATION: The Program has no predetermined termination date and may continue until such time as we decide to terminate the Program. We may terminate the program at any time in our sole discretion. If we terminate the Program, we will notify you via the email address you supplied at the time of registration. Upon termination of the Program, your ability to earn additional Rewards will terminate immediately, and you will have to use any available Rewards remaining in your Account prior to the expiration pursuant to the above-referenced expiration of Rewards. After that date, any remaining Rewards will be forfeited without compensation. We reserve the right to deactivate your account after 12 consecutive months of no account activity.

PROGRAM RESPONSIBILITY AND STATEMENT OF NON-RELIANCE: We make no guarantees, warranties or representations of any kind concerning the Program. By participating in the Program, you accept and agree to be bound by these Program Rules, and you release us and our affiliates and partners from liability regarding any earning, redemption and use of Rewards, including any rewards that, after receipt, may be lost, stolen or destroyed. You also expressly acknowledge and agree that you are not entitled to rely upon, and have not relied upon, any representation by us that is not expressly stated in these Program Rules.

PROGRAM VOID: The Program is void where prohibited by federal, state or local law. These Program Rules (as we may amend them from time to time) set forth all the terms of the Program. We have no other obligation with respect to the Program beyond those described in these Program Rules.

Exhibit 3

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In the Matter of Appl. Ser. No.: 86/891,363
Trademark: KWIK REWARDS CLUB (Stylized)
Published: September 6, 2016

Kwik Trip, Inc.)
)
 Opposer,)
 v.) Opposition No. 91232067
United Refining Company of Pennsylvania)
)
 Applicant.)
)

**KWIK TRIP, INC.’S OBJECTIONS AND WITNESS DESIGNATIONS IN RESPONSE
TO NOTICE OF 30(b)(6) DEPOSITION OF OPPOSER**

Kwik Trip, Inc., by and through its attorneys Foley & Lardner LLP, hereby objects to, and designates witnesses in response to, United Refining Company of Pennsylvania’s Notice of 30(b) Deposition of Opposer as set forth below.

GENERAL OBJECTIONS

1. Kwik Trip objects to each topic as overbroad and unduly burdensome to the extent they call for Kwik Trip’s witnesses to have knowledge of “all facts” relating to each topic. It is impossible for Kwik Trip to anticipate every question that United Refining might ask at the deposition and to educate its corporate designees about “all” facts that are conceivably related to each topic. Moreover, many of the topics encompass events spanning more than twenty years, and corporate knowledge is no longer available for every aspect of some of those topics. Subject

to those objections, and the individual objections set forth below, Kwik Trip's witnesses will testify to facts reasonably available to Kwik Trip relating to each topic.

2. These general objections apply to each of the topics below, and are in addition to the individual objections to certain topics set forth below.

SUBJECTS OF DEPOSITION

1. All facts relating to Opposer's selection and adoption of Opposer's Mark.

RESPONSE: Kwik Trip designates Steve Loehr and David Jackson to testify about this topic.

2. All facts relating to the date of Opposer's first use of Opposer's Mark.

RESPONSE: Kwik Trip designates Steve Loehr to testify about this topic.

3. All facts related to the current and historical geographic scope of use of Opposer's Mark.

RESPONSE: Kwik Trip designates Steve Loehr and David Jackson to testify about this topic.

4. All facts relating to Opposer's Services.

RESPONSE: Kwik Trip designates Steve Loehr and David Jackson to testify about this topic.

5. All facts relating to the channels of trade and marketing for Opposer's Services.

RESPONSE: Kwik Trip designates Steve Loehr, David Jackson and Mark Meisner to testify about this topic.

6. All facts relating to the advertising and marketing of Opposer's Services.

RESPONSE: Kwik Trip designates David Jackson and Mark Meisner to testify about this topic.

7. All facts relating to the demographic characteristics of Opposer's consumers or intended consumers.

RESPONSE: Kwik Trip designates David Jackson to testify about this topic.

8. All facts relating to the level of sophistication of Opposer's consumers or intended consumers.

RESPONSE: Kwik Trip designates David Jackson to testify about this topic.

9. All facts relating to any past efforts by Opposer to monitor and/or enforce Opposer's purported rights in Opposer's Mark.

RESPONSE: Kwik Trip designates Steve Loehr to testify about this topic.

10. All facts relating to Opposer's knowledge of Applicant.

RESPONSE: Kwik Trip designates Steve Loehr and Greg Sriver to testify about this topic.

11. All facts relating to Opposer's knowledge of Applicant's KWIK REWARDS CLUB Mark.

RESPONSE: Kwik Trip designates Steve Loehr to testify about this topic.

12. All facts relating to Opposer's knowledge of Applicant's use of marks containing KWIK.

RESPONSE: Kwik Trip designates Steve Loehr to testify about this topic.

13. All facts relating to any prior communications between Opposer and Applicant.

RESPONSE: Kwik Trip designates Steve Loehr and Greg Sriver to testify about this topic.

14. All facts relating to each and every one of the allegations set forth in the Notice of Opposition.

RESPONSE: Kwik Trip designates Steve Loehr and David Jackson to testify about this topic.

15. All facts relating to the meaning and significance of the term KWIK to consumers.

RESPONSE: Kwik Trip designates David Jackson and Mark Meisner to testify about this topic.

16. All facts relating to Opposer's knowledge of third party usage of marks consisting of or containing KWIK and/or other phonetic equivalents of "quick."

RESPONSE: Kwik Trip designates Greg Scriver to testify about this topic.

17. All facts relating to the meaning and significance of the term REWARDS to consumers.

RESPONSE: Kwik Trip designates David Jackson and Mark Meisner to testify about this topic.

18. All facts relating to any judgments or consent agreements limiting the geographic territory in which Opposer is allowed to use KWIK or marks containing KWIK.

RESPONSE: Kwik Trip designates Steve Loehr to testify about this topic.

19. All facts relating to any arguments which Opposer has raised or intends to raise in this action.

RESPONSE: Kwik Trip objects to this topic as vague and calling for information protected by the attorney work product doctrine. United Refining has not provided enough information to prepare a witness to testify about this topic.

20. All facts relating to Opposer's file and document management, retention, and destruction policies and practices.

RESPONSE: Kwik Trip designates Steve Loehr to testify about this topic.

Dated this 22nd day of May, 2018.

/s/ Jeffrey A. Simmons

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