FORM PTO-1594 (Modified) (Rev. 6-93) 01 - 18	-2001	T J	Docket No.:
OMB No. 0651-0011 (exp.4/94)		1101 1101 95 15 15 15 16 17 17 17 17 17 17 17	12418.180
Tab settings → → ▼		01-09-2001	▼ ▼
To the Honorable Commissioner of Pate. 10158	38167		nts or copy thereof.
Name of conveying party(ies):	2. Name ε		s):
American Petroleum Exchange, Inc.	Name of the state		
1.9.01	name: <u>Firs</u>	st Union National Bank	
	Internal Add	ress: Charlotte Plaza, CF	2-23
☐ Individual(s) ☐ Association	Street Address: 201 S. College St.		
☐ General Partnership ☐ Limited Partnership	City: Charle	otte State:	NC ZIP: 28288
☑ Corporation-State Delaware			
Other	}	l(s) citizenship on National Banking Asse	
Additional names(s) of conveying party(ies) attached?		Partnership	
3. Nature of conveyance:		artnership	
☐ Assignment ☐ Merger	1	on-State	
Security Agreement			
Other	If assignee is not designation is att	t domiciled in the United States, a tached:	domestic representative Yes No
Execution Date: January 2, 2001	(Designations m	ust be a separate document from	Assignment) ! Yes □ No
	Additional name	(s) & address(es) attached?	1 10
4. Application number(s) or registration numbers(s):			
A. Trademark Application No.(s)	B .	Trademark Registration N	o.(s)
75/916,436			
			!
Additional numbers at	ttached? 🔲 Yes 🗷] No	
5. Name and address of party to whom correspondence	T	er of applications and	
concerning document should be mailed:	registrations involved:		
N 77 10 0 7			
Name: Karl S. Sawyer, Jr.	7. Total fee (37 CFR 3.41):\$ \$40.00		
Internal Address: <u>Kennedy Covington Lobdell &</u>			
Hickman, LLP	EI LIIOIOSO	.	
4200 Bank of America Corporate Center	☐ Authoriz	ed to be charged to depos	it account
•	8. Deposit account number:		
Street Address: 100 N. Tryon St.			
	18-1215		
City: Charlotte State: NC ZIP: 28202			
	USE THIS SPACE		
9. Statement and signature. To the best of my knowledge and belief, the foregoing inform	nation is true and	correct and any attached	conv is a true conv
of the original document.	I and is true and	contool and any altaoned	copy to a true copy
Karl S. Sawyer, Jr.	tames	Janua	ry 4, 2001
Name of Person Signing	Signature		Date
		5	

TRADEMARK REEL: 002215 FRAME: 0700



ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

01-09-2001 U.S. Patent & TMOfc/TM Mail Ropt Dt. #26

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, AMERICAN PETROLEUM EXCHANGE, INC., a Delaware corporation (the "Assignor"), having its chief executive office at 1130 Rockville Pike, Suite 1100, Rockville, Maryland 28052-3030, hereby assigns and grants to FIRST UNION NATIONAL BANK, a national banking association, (the "Assignee"), with offices at 201 South College Street, Charlotte Plaza, CP-23, Charlotte, North Carolina 28288-0680, a security interest in all of the Assignor's right, title and interest in, to and under the following (all of the following items or types or property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Assignor, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto; and
- (ii) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration, including any Trademark listed on Schedule A hereto, applicable, or under any Trademark licensed under any Trademark License, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

THIS ASSIGNMENT shall have an effective date as of January \underline{Z} , 2001.

THIS ASSIGNMENT is granted in conjunction with the security interests granted to the Assignee pursuant to the Guarantee and Collateral Agreement among the Assignor and the Assignee dated of even date herewith, as amended, supplemented or modified from time to time. Capitalized terms not otherwise defined herein shall have the meaning assigned thereto in the Guarantee and Collateral Agreement.

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOWS]

1821123.02 LIB: CH

TRADEMARK
REEL: 002215 FRAME: 0701

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day of January, 2001. AMERICAN PETROLEUM EXCHANGE, INC., as Assignor Name: TODO M. FOREMAN Title: PRESIDENT STATE OF MARYLAND COUNTY OF Montgomeny The foregoing instrument was acknowledged before me this 2 day of January, 2001 by TODO M. Foreman, as President of AMERICAN PETROLEUM EXCHANGE, INC., a Delaware corporation, on behalf of AMERICAN PETROLEUM EXCHANGE, INC.

[NOTARY SEAL]

My commission expires: <u>Opril</u>

1821123.02 LIB: CH FIRST UNION NATIONAL BANK, as Assignee

SENIOR VICE PRESIDENT

STATE OF North Carolina	
COUNTY OF Mecklen burg	············
The foregoing instrument version of the Bank, a national banking associated	January 1 vas acknowledged before me this 2 nd day of June , 200% by as SENION NATIONAL ion, on behalf of FIRST UNION NATIONAL BANK.
	Rich Less
[NOTARY SEAL]	Notary Public
	My commission expires: 9-28-2009

By:

Name: Title:

SCHEDULE A

TRADEMARK

APPLICATION NO.

American Petroleum Exchange

75/916436

- 1 of 1 -

TRADEMARK
RECORDED: 01/09/2001 REEL: 002215 FRAME: 0704