06-27-2001

Form PTO-1594
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of P... the attached original documents or copy thereof.

1. Name of conveying party(ies):

Petropac, Inc. 6-20-01

☐ Individuals ☐ Association
☐ General Partnership - ☐ Limited Partnership:
☒ Corporation - State: Delaware
☐ Other:

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

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

Name: BNP Paribas

Internal Address:

Street Address: 787 Seventh Avenue

City: New York State: New York ZIP: 10019

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-
☒ Other - Collateral Agent

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

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Interest ☐ Change of Name
☐ Other -

Execution Date: August 24, 2000

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

A. Trademark Application No.(s)

Trademark Registration No.(s)\

2404231

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Francis L. McGrath, Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved: 1

7. Total fee (37 CFR 3.41): ..... $ 40.00

☒ Enclosed
☒ Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

23-1705 (in case of deficiency)

(Attach duplicate copy of this page if paying by deposit account)

06/26/2001 TDIAZ1 00000174 2404231
01 FC:481 40.00 OP

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.

Francis L. McGrath
Name of Person Signing

Francis L. McGrath June 19, 2001
Signature Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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GRANT OF SECURITY INTEREST IN TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Petropac, Inc., a Delaware corporation (the "Grantor") with principal offices at 2701 Reese Road, Davie, Florida 33314, hereby grants to BNP Paribas, as Collateral Agent (the "Grantee") with principal offices at 787 Seventh Avenue, New York, New York 10019, a security interest in (i) all of the Grantor's right, title and interest in and to the trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same, and (iv) the goodwill of the business with which the Marks are associated.

THIS GRANT, effective as of August 23, 2000, is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of August 23, 2000 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the termination of the Security Agreement pursuant to the terms thereof, the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

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

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 24th day of August, 2000.

PETROPAC, INC.,
as Grantor,

By_____
Title: President and Chief Executive Officer

BNP PARIBAS,
as Collateral Agent and Grantee

By_____
Title: Vice President
Timothy W. Bueler
Vice President

By_____
Title:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 24th day of August, 2000.

PETROPAC, INC.,
as Grantor,

By_____
Title: President and Chief Executive Officer

BNP PARIBAS,
as Collateral Agent and Grantee

By_____
Title: Vice President

By_____
Title:

Darryl M. Monasebian,
Director
Merchant Banking Group

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 24th day of August, 2000, before me personally came James A. Wynne, III who, being by me duly sworn, did state as follows: that he is President and Chief Executive Officer of PETROPAC, INC., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Patricia Peterson
Notary Public
PATRICIA PETERSON
Notary Public, State of New York
No. 01PE4978514
Qualified in New York County
Commission Expires March 4, 2001

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1132219-0034

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 23rd day of August, 2000, before me personally came Timothy Busler who, being by me duly sworn, did state as follows: that he is Vice President of BNP PARIBAS, that he is authorized to execute the foregoing Grant on behalf of said company and that he did so by authority of said company.

Patricia Peterson

Notary Public

PATRICIA PETERSON
Notary Public, State of New York
No. 01PE4978514
Qualified in New York County
Commission Expires March 4, 2001

new york 647793 v1 [mky-Petro trademark assignemnt.DOC]
1132219-0034

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 23rd day of August, 2000, before me personally came DARRY MONASEBIAN who, being by me duly sworn, did state as follows: that [s]he is DIRECTOR of BNP PARIBAS, that [s]he is authorized to execute the foregoing Grant on behalf of said company and that [s]he did so by authority of said company.

Maureen B. Keating
Notary Public

MAUREEN B. KE[illegible]
NOTARY P[illegible]
STATE OF N[illegible]
NO. 0[illegible]
QUALIFIED [illegible] COUNTY
COMMISSION EXPIRES
9-30-[illegible]

new york 647793 v1 [mky-Petro trademark assignemnt.DOC]
1132219-0034

Trademarks and Trademark Applications
Owned By Petropac, Inc.

Trademark	Trademark No.	Issue Date
Petropac	2404231	December 14, 1999