

U
S

08-30-2001

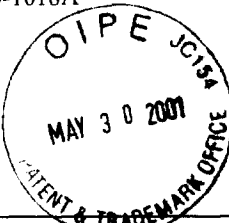
FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



Department of Commerce
Patent and Trademark Office
TRADEMARK

101829557

11E



5.30.01

MCD
5.30.01

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002358 FRAME: 0468

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2,308,315"/>	<input type="text" value="1,429,782"/>	<input type="text" value="1,428,963"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Ingrid O. McClintock, Esquire

5/25/01

Name of Person Signing

Signature

Date Signed

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS AND TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Star Gas Propane, L.P., a Delaware limited partnership (the Assignor), having its chief executive office at 2187 Atlantic Street, Stamford, Connecticut 06902, hereby assigns and grants to HSBC BANK USA (FORMERLY KNOWN AS MARINE MIDLAND BANK), as Trustee (in such capacity, the "Trustee") under the Trust Agreement (as such term is defined in the Security Agreement referred to below), with offices at HSBA Bank USA, Issuer Services, 452 Fifth Avenue, New York, New York 10018-2706, a security interest in (all of which are herein collectively referred to as the "PTO Collateral") (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (the "Marks"), (ii) all of the Assignor's right, title and interest in and to the United States patents set forth on Schedule B attached hereto (the "Patents"), in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Secured Obligations of the Assignor, as such term is defined in the Security Agreement, dated as of December 13, 1995, among the Assignor, the Trustee and the other parties thereto (as amended, supplemented or modified from time to time, the "Security Agreement"). Upon the satisfaction of the conditions set forth in Section 2.08(b) of the Security Agreement, the Trustee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the PTO Collateral acquired under this Assignment.

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Trustee for the benefit of the Secured Parties under the Security Agreement. The rights and remedies of the Trustee 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 terms and provisions of which are incorporated herein by reference. In the event that any provision of this Assignment is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 21st day of MAY 2001.

ATTEST:

STAR GAS PROPANE, L.P., as Assignor
By: Star Gas LLC, its General Partner

Audrey L. Lewin
Secretary

[Corporate Seal]

By: George Leibowitz
Name: GEORGE LEIBOWITZ
Title: CHIEF FINANCIAL OFFICER

HSBC (FORMERLY KNOWN AS MARINE
MIDLAND BANK),
as Trustee

By: _____
Name:
Title:

STATE OF NEW YORK
COUNTY OF ROCKLAND

The foregoing instrument was acknowledged before me this 21st day of MAY, 2001 by GEORGE LEIBOWITZ as CFO of Star Gas LLC, a Delaware limited liability company, the General Partner of Star Gas Propane, L.P., a Delaware limited partnership, on behalf of the limited liability company.

My commission expires:

SUSAN H. KOCHMEISTER
NOTARY PUBLIC STATE OF NEW YORK
NO. 4743733
QUALIFIED IN ROCKLAND COUNTY
COMM. EXPIRES MARCH 30, 2003

Notarial Seal

Susan H. Kochmeister
Notary Public

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the
_____ day of _____ 2001.

ATTEST:

STAR GAS PROPANE, L.P., as Assignor
By: Star Gas LLC, its General Partner

Secretary

[Corporate Seal]

By: _____

Name:

Title:

HSBC (FORMERLY KNOWN AS MARINE
MIDLAND BANK),
as Trustee

By: _____

Name: FRANK J. GODINO

Title: Vice President

STATE OF _____

_____ OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
2001 by _____ as _____ of Star Gas LLC, a
Delaware limited liability company, the General Partner of Star Gas Propane, L.P., a Delaware
limited partnership, on behalf of the limited liability company.

My commission expires:

Notarial Seal

Notary Public