

06-10-2003

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

<p>1. Name of conveying party(ies): <u>Richland Partners, LLC</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>Pennsylvania Limited Liability Company</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>HSBC BANK USA (formerly Marine Internal Midland Bank)</u> Address: _____ Street Address: <u>452 Fifth Avenue</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10018</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>Trustee under Trust Agreement</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>June 5, 2003</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) <u>78165902</u> <u>78162970</u></p> <p>B. Trademark Registration No.(s)</p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Orrick Herrington & Sutcliffe LLP</u> Internal Address: <u>Att: Kathryn Villalobos</u> _____ _____ Street Address: <u>777 S. Figueroa St. #3200</u> _____ City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90017</u></p>	<p>6. Total number of applications and registrations involved: <u>2</u></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>65.00</u> <input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)</p>
<p style="text-align: center;">DO NOT USE THIS SPACE</p> <p>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.</p> <p><u>Penelope Agodoa, as agent for</u> <u>June 9, 2003</u> Name of Person Signing recording Signature Date</p> <p>Total number of pages including cover sheet, attachments, and document: <u>5</u></p>	

06/11/2003 6TON11 0000055 78165902

01 FC:6521
02 FC:6522

40.00 DP
25.00 DP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of June 5, 2003 is executed by RICHLAND PARTNERS, LLC, a Pennsylvania limited liability company (the "Owner"), in favor of HSBC BANK USA (formerly Marine Midland Bank), as trustee under the Trust Agreement (the "Trustee"). Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Supplemental Agreement (as defined below).

WHEREAS, pursuant to that certain Supplemental Agreement (the "Supplemental Agreement"), dated as of June 4, 2003, among the Owner, Columbia Petroleum Transportation, LLC and the Trustee, the Owner has agreed to join that certain Pledge and Security Agreement (the "Security Agreement"), dated as of March 25, 1999, among the Grantors named therein and the Trustee.

WHEREAS, pursuant to the Supplemental Agreement and the Security Agreement the Owner has granted to the Trustee, for the ratable benefit of the Secured Parties, a security interest in all of the Owner's right, title and interest and to the Owner's trademarks; and

WHEREAS, the Owner has adopted, used and is using the trademarks more particularly described on Schedule A attached hereto, which trademarks are registered with United States Patent and Trademark Office (the "Trademarks"), and the Owner desires to grant to the Trustee a security interest in, together with the goodwill of the business symbolized by, the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof, to secure the payment, performance and observance of the Secured Obligations.


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Owner does hereby further grant to the Trustee a security interest in, together with the goodwill of the business symbolized by, the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof, to secure the payment, performance and observance of the Secured Obligations.

The Owner does hereby further acknowledge and affirm that the rights and remedies of the Trustee with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Owner has caused this Grant of Security Interest in Trademarks to be executed as of the date first above written.

RICHLAND PARTNERS, LLC

By: 
Name: JAN BOTTICINI
Title: VICE PRESIDENT

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Connecticut)
COUNTY OF Fairfield) ss.

On June 5, 2003, before me, Steven Bitterman, Notary Public
(Name and Title of Officer)

personally appeared James B. Hglieri

- personally known to me
- or-
- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Steven Bitterman
Signature Of Notary

Steven Bitterman
Notary Public State of New York
No. 5092608
Qualified in Queens County
My Commission Expires Jan 18, 2006

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

- Partner(s) Limited
- Attorney-in-Fact General
- Trustee(s)
- Guardian/Conservator
- Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

SCHEDULE A**TRADEMARKS**

	REGISTRANT	APPLICATION NO.	APPLICATION DATE	MARK
1.	Richland Partners, LLC	78165902	09-19-02	PATRIOT PROPANE
2.	Richland Partners, LLC	78162970	09-11-02	LEFFLER ENERGY

DOCSLA1:448259.1

RECORDED: 06/10/2003**TRADEMARK
REEL: 002748 FRAME: 0873**