

7-8-03



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌

RE 102493248 TRADEMARKS ONLY

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.

1. Name of conveying party(ies):

Citizens Business Credit Corporation

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

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

2. Name and address of receiving party(ies)

Name: Pitt Penn Oil Co.

Internal Address:

Street Address: P.O. Box 296 Freeport Road

City: Creighton State: PA Zip: 15030

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Pennsylvania Other

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

OFFICE OF PUBLIC RECORDS 2003 JUL -8 PM 3:10 FINANCE SECTION

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Release of Security Agreement

Execution Date: 3/31/2003

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

A. Trademark Application No.(s) 75051025; 75056762; 75056795; 75056763;

B. Trademark Registration No.(s) 1980258; 2099965; 2074531; 2078137; 2078139;

Additional number(s) attached Yes No

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

Name: Christopher M. Turk, Esquire

Internal Address: Blank Rome LLP

Street Address: One Logan Square

City: Philadelphia State: PA Zip: 19103

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 3.41) \$ 315.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

02-2555

DO NOT USE THIS SPACE

9. Signature.

Christopher M. Turk, Esquire Name of Person Signing

Handwritten signature of Christopher M. Turk

Signature

July 2, 2003

Date

5

Total number of pages including cover sheet, attachments, and document:

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

9/2003 LMOELLER 00000069 022555 75051025

C:8521 40.00 DA C:8522 275.00 DA

## EXHIBIT "A"

Full and Final Termination and Release of  
Security Interest by Citizens Business Credit Corporation

<u>MARK</u>	<u>REGISTRATION/SERIAL NUMBER</u>
Vantage	1,980,258
Gearhead	2,099,965
Gearhead (& Design)	2,074,531
Gearhead (& Design)	75/051025
Gearhead	75/056795
Gearhead Gearhead (& Design)	75/056762
Gearhead (& Design)	75/056763
Lublend	2,078,137
Lublend (& Design)	2,078,139
Gearhead	75/150593
Gearhead (& Design)	75/151550
Gearhead (& Design)	75/151554

**FULL AND FINAL TERMINATION  
AND RELEASE OF SECURITY INTEREST**

This Full and Final Termination and Release of Security Interest (this "Release") is given as of the 31<sup>st</sup> day of March, 2003 by CITIZENS BUSINESS CREDIT CORPORATION (the "Lender") in favor of PITT PENN OIL CO. (the "Borrower").

**WHEREAS**, by instrument dated September 20, 1996, Borrower conveyed a Security Agreement (Intellectual Property Assignment) (the "Security Agreement (Intellectual Property Assignment)") to BTM Capital Corporation ("BTM"), by which Borrower transferred a security interest and assignment in and to certain marks owned by Borrower, to secure the payment of extensions of credit made or to be made by BTM; and

**WHEREAS**, the said Security Agreement (Intellectual Property Assignment) dated September 20, 1996, was recorded October 27, 1996 in the United States Patent and Trademark Office and assigned Reel and Frame No. 1515/0715; and

**WHEREAS**, BTM assigned its entire right, title and interest in said Security Agreement (Intellectual Property Assignment) to the Lender on or about April 17, 1998.

**W I T N E S S E T H:**

Reference is hereby made to that certain Intellectual Property Assignment (the "Assignment") dated as of April 17, 1998, by and between Borrower and Lender which was recorded in the United States Patent and Trademark Office on May 20, 1998, and assigned Reel and Frame No. 1730/0688; reference is also made to a Correction recorded in the United States Patent and Trademark Office on July 30, 1998, and assigned Reel and Frame No. 1763/0604. Pursuant to the terms of the Assignment, BTM assigned to Lender all of BTM's right, title and interest in and to said Security Agreement (Intellectual Property Assignment), securing for the Lender certain of Borrower's Trademarks and Trademark applications as more fully described on Exhibit "A" attached hereto and made a part hereof.

KNOW ALL MEN BY THESE PRESENTS, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Lender does hereby fully and finally release and forever discharge from the liens and other encumbrances on Trademarks and Trademark applications subject hereto including without limitation the Trademarks described on Exhibit "A" hereto.

The United States Patent and Trademark Office is hereby requested to note this Release in its records.

WITNESS the due execution hereof with the intent to be legally bound hereby.

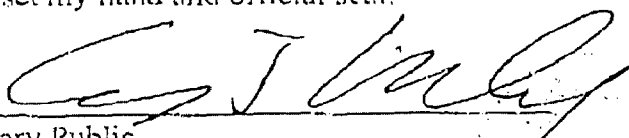
CITIZENS BUSINESS CREDIT CORPORATION

By: TD Opie  
Name: THOMAS D. OPIE  
Title: VP

COMMONWEALTH OF MASSACHUSETTS )  
 ) SS:  
COUNTY OF Suffolk )

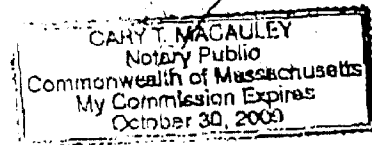
On this, the 24 day of March 2003, before me, a notary public, the undersigned officer, personally appeared Thomas Apie, who acknowledged himself to be the Vice President of CITIZENS BUSINESS CREDIT CORPORATION, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of CITIZENS BUSINESS CREDIT CORPORATION.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public

My Commission expires



LENDER: Citizens Business Credit Corp.  
BORROWER: Pitt Penn Oil Co.

FEE: \$315.00

DATE: July 2, 2003

DOCUMENT(S) FILED:

- EXPRESS ABANDONMENT
- RELEASE OF SECURITY AGREEMENT
- SPECIMENS/FACSIMILE
- DRAWING
- POWER OF ATTORNEY
- AFFIDAVIT(S)
- ASSIGNMENT
- EXTENSION OF TIME REQUEST
- AFFIDAVIT - SECTION 8
- AFFIDAVIT]- SECTION 15
- AFFIDAVIT - SECTION 12 (c)
- APPLICATION FOR RENEWAL
- NOTICE OF OPPOSITION
- STATEMENT OF USE
- RESPONSE TO OFFICE ACTION
- REQUEST FOR CORRECT FILING RECEIPT

COMMENTS: Enclosed is a Release of Security Agreement. 025832-01027 turk