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

10-9-03

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

1. Name of conveying party(ies):

Stellar Propane Services Corp.

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

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

3. Nature of conveyance:

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

Execution Date: September 29, 2003

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

Name: HSBC Bank USA, as Trustee

Internal Address: _____

Street Address: 425 Fifth Avenue

City: New York State: NY ZIP: 10018

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

76/539,089 and 76/513,083

B. Trademark Registration No.(s)

Additional number(s) attached? Yes No

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

Name: Jason A. Cohen, Esq.

Internal Address: Simpson Thacher & Bartlett LLP

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$65.00

- Enclosed
- Authorized to be charged to ~~deposit account~~ credit card

8. Deposit account number:

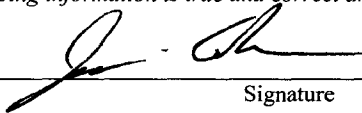
(Attach duplicate copy of this page if paying by deposit account)

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.

Jason A. Cohen, Esq.
Name of Person Signing


Signature

10/8/03
Date

10/09/2003 EEBPER 00000066 76539089

Total number of pages including cover sheet, attachments, and document: 6

01 FC:1521 40.00 IP
02 FC:1522 23.00 IP

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

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

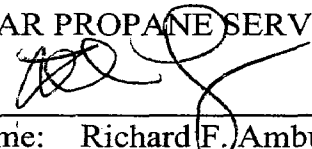
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged as of this 29th day of September, 2003, Stellar Propane Services Corp., a New York Corporation (the "Assignor"), having its chief executive office at 2187 Atlantic Street, Stamford, Connecticut 06902, hereby assigns and grants to HSBC Bank USA, as Trustee under the Intercreditor Agreement (in such capacity, the "Trustee"), with offices at 425 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"), together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) 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 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 parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

STELLAR PROPANE SERVICES CORP.

By: 
Name: Richard F. Ambury
Title: Vice President

HSBC BANK USA
as Trustee

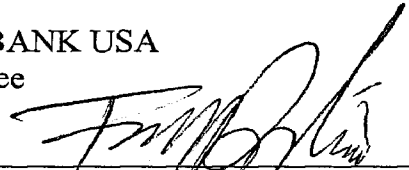
By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

STELLAR PROPANE SERVICES CORP.

By: _____
Name:
Title:

HSBC BANK USA
as Trustee

By:  _____
Name: Frank J. Godino
Title: Vice President

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On the 29th day of September , 2003, before me personally came Frank J. Godino, who is personally known to me to be the Vice President of HSBC Bank USA, a New York corporation; who, being duly sworn, did depose and say that he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

Marcia Markowski

Notary Public

MARCIA MARKOWSKI
No. 24-01MA4761665
Notary Public, State of New York
Qualified in Kings County
Commission Expires

11-30-06

(PLACE STAMP AND SEAL ABOVE)

TRADEMARK AND TRADEMARK APPLICATIONS

Serial No. or
Registration No.

Mark

App. No. 76/539,089

STARGAS and Design

App. No. 76/513,083

STAR GAS