

01-20-2004



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

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

102649052

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

1. Name of conveying party(ies): Meenan Oil Co., L.P. 1-14-04
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other Limited Liability Company
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Wachovia Bank, National Association, as Trustee
Internal Address: 6th Floor (Mark Weir)
Street Address: 301 South College Street
City: Charlotte State: NC Zip: 28288
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Banking Association
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 Agreement Change of Name
Other Assignment of Security Agreement
Execution Date: December 22, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2100059, 1572413 1720717
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Theodore C. George, Esq.
Internal Address: Parker Poe Adams & Bernstein, L.L.P. Three Wachovia Center, Suite 3000
Street Address: 401 South Tryon Street
City: Charlotte State: NC Zip: 28202

6. Total number of applications and registrations involved: 3
7. Total fee (37 CFR 3.41) \$ 90
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

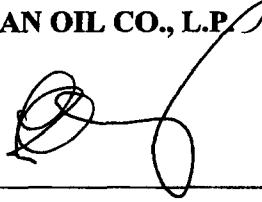
9. Signature.
See attached signature page
Name of Person Signing Signature Date
DBYRNE 00000099 2100059
Total number of pages including cover sheet, attachments, and document:

01/16/2004 DBYRNE 00000099 2100059
01 FC:8521
02 FC:8522

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

OFFICE OF FEDERAL RECORDS

MEENAN OIL CO., L.P.

By:  _____

Name: Richard F. Ambury

Title: Vice President and Treasurer

Date: January 5, 2004

ASSIGNMENT OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS ASSIGNMENT OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "*Assignment*"), is made and entered into as of the 22 day of December, 2003, between HSBC Bank USA (formerly known as Marine Midland Bank) having an office at 452 Fifth Avenue, New York, New York 10018 as Trustee for the benefit of the Secured Parties under the Intercreditor Agreement (as hereinafter defined) ("*Assignor*"), and WACHOVIA BANK, NATIONAL ASSOCIATION, having an office at 301 South College Street, 5th Floor, NC-0760, DC-05, Charlotte, NC 28288-0760 as successor trustee for the benefit of the Secured Parties under the Amended and Restated Intercreditor Agreement (as hereinafter defined) ("*Assignee*"). All capitalized terms used herein and not separately defined in the body of this Assignment shall have the meanings provided in the Amended and Restated Intercreditor and Trust Agreement.

W I T N E S S E T H

WHEREAS, Assignor is the Trustee under the Intercreditor and Trust Agreement, dated as of March 25, 1999, among Star Gas Partners, Petro Holdings, Inc., Petroleum Heat and Power Co., Inc. (the "*Borrower*"), the subsidiaries of the Borrower party thereto, Bank of America National Trust and Savings Associate, as administrative agent, Assignor and the various note purchasers and lenders (as amended, supplemented, or otherwise modified prior to the date hereof, the "*Intercreditor Agreement*");

WHEREAS, the Intercreditor Agreement is being amended and restated pursuant to the Amended and Restated Intercreditor Agreement dated as of the date hereof among Star Gas Partners, Petro Holdings, Inc., the Borrower, certain subsidiaries of the Borrower party thereto, Assignee, as administrative agent and as Trustee and the various note purchasers and lenders (as amended, restated, supplemented, assigned or otherwise modified from time to time, the "*Amended and Restated Intercreditor Agreement*");

WHEREAS, the Assignee is being appointed as successor Trustee pursuant to Section 9 of the Amended and Restated Intercreditor and Trust Agreement;

WHEREAS, Assignor, as Trustee, is the beneficiary of the Pledge and Security Agreement, dated March 25, 1999, between Petroleum Heat and Power Co., Inc., certain subsidiaries a party thereto and Assignor (as amended, supplemented, or otherwise modified prior to the date hereof, the "*Security Agreement*");

WHEREAS, Assignee, as Trustee, is the beneficiary of the Amended and Restated Pledge and Security Agreement, dated or even date herewith, between the Grantors named therein and Assignee (as amended, restated, supplemented, assigned or otherwise modified from time to time, the "*Amended and Restated Security Agreement*");

WHEREAS, the Security Agreement grants Assignor a security interest in the Trademarks (as such term is defined in the Security Agreement) and trademark applications which are evidenced by that certain Grant of Security Interests in Trademarks between Assignor and Meenan Oil Co., Inc. and Meenan Oil Co., L.P. (together with Meenan Oil Co., Inc., the "*Owners*"), dated as of July 30, 2001 (the "*Trademark Security Agreement*");

WHEREAS, in connection with the appointment of Assignee as successor Trustee, and the execution of the Amended and Restated Security Agreement, the parties hereto desire that Assignor assign to Assignee all of Assignor's right, title, and interest in and to the Trademarks and Trademark applications, including, without limitation, each Trademark and Trademark application referred to in Schedule I annexed hereto, and to the Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Assignor, without recourse, representation or warranty, does hereby transfer, assign, grant and convey to Assignee, its successors and assigns, all of the right, title and interest of Assignor, as Trustee, to the security interest in and to the Trademarks together with the goodwill of the business symbolized by the Trademarks and the customer lists and records relating to the Trademarks and the Trademark applications and registrations thereof, and all proceeds thereof.

The Owners do hereby acknowledge and consent to the assignment of the rights of the Trustee with respect to the security interest in Trademarks and Trademark applications more fully set forth in the Amended and Restated Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

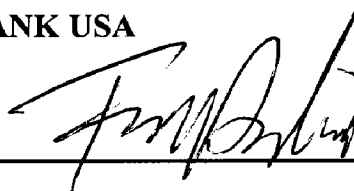
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IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment under seal as of the date above first written.

ASSIGNOR:

HSBC BANK USA

By: _____



Name:

FRANK J. GODINO

Title:

Vice President

Signature Page
to

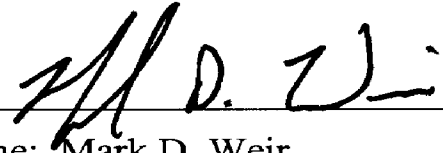
Assignment of Grant of Security Interest in Trademarks (Meenan)
(Petroleum Heat and Power Co., Inc.)

CLT 741113v2

TRADEMARK
REEL: 002898 FRAME: 0438

ASSIGNEE:

**WACHOVIA BANK, NATIONAL
ASSOCIATION**

By: 

Name: Mark D. Weir

Title: Vice President

Signature Page
to

Assignment of Grant of Security Interest in Trademarks (Meenan)
(Petroleum Heat and Power Co., Inc.)

Acknowledged and consented to by:

MEENAN OIL CO., INC.

By: 

Name: Richard F. Ambury,

Title: Vice President and Treasurer

MEENAN OIL CO., L.P.

By: 

Name: Richard F. Ambury,

Title: Vice President and Treasurer

Signature Page

to

Assignment of Grant of Security Interest in Trademarks (Meenan)
(Petroleum Heat and Power Co., Inc.)

SCHEDULE I

TRADEMARKS

	<u>Registrant</u>	<u>Reg. No.</u>	<u>Reg Date</u>	<u>Mark</u>
1	Meenan Oil Co., L.P.	2,100,059	9.23.97	MEENAN SECURITY SERVICES
2.	Meenan Oil Co., Inc.	1,572,413	12.19.89	MEENAN WARMTH IS WHAT WE'RE ALL ABOUT
3.	Meenan Oil Co., Inc.	1,720,717	9.29.92	WARMTH IS WHAT WE'RE ALL ABOUT