

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	SECURITY INTEREST
-----------------------	-------------------

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lukoil Americas Corporation		05/19/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Lehman Commercial Paper Inc., as General Administrative Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	78114949	LUCKY PIT STOP

CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 455-2254
Email:	LLevy@stblaw.com
Correspondent Name:	Robyn Rahbar, Esq.
Address Line 1:	Simpson Thacher & Bartlett LLP
Address Line 2:	425 Lexington Avenue
Address Line 4:	New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	053113/1651
-------------------------	-------------

NAME OF SUBMITTER:	Lea B. Levy
--------------------	-------------

Total Attachments: 7  
 source=LAC-SI#page1.tif  
 source=LAC-SI#page2.tif  
 source=LAC-SI#page3.tif  
 source=LAC-SI#page4.tif

OP \$40.00 78114949

source=LAC-SI#page5.tif  
source=LAC-SI#page6.tif  
source=LAC-SI#page7.tif

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of May 19, 2004 is made by Lukoil Americas Corporation, a Delaware corporation (the “Obligor”), in favor of Lehman Commercial Paper Inc., a New York banking corporation, as General Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of May 19, 2004 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Getty Petroleum Marketing Inc., a Maryland corporation and subsidiary of Obligor (“Borrower”), the Obligor, the Lenders, the Agent, Société Générale, as Documentation Agent, BNP Paribas, as Syndication Agent and Lehman Brothers Inc., as advisor, sole lead arranger and sole bookrunner.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of May 19, 2004, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Obligor pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest in the Term Loan Collateral, which includes all of Obligor’s rights, priorities and privileges in and to Trademarks;

WHEREAS, Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make their respective extensions of credit under the Credit Agreement, Obligor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. (a) Obligor hereby grants to the Agent, for the benefit of the Term Loan Secured Parties, a first priority security interest in all of Obligor's rights, title and interest in the Trademarks set forth on Schedule A attached hereto as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, at any time for prepayment, by acceleration or otherwise) of such Grantor's Term Loan Obligations.

(b) Obligor hereby grants to the Agent, for the benefit of the Revolving Credit Secured Parties, a second priority security interest in all of the Obligor's rights, title and interest in the Trademarks set forth on Schedule A attached hereto as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, at any time for prepayment, by acceleration or otherwise) of such Grantor's Revolving Credit obligations.


SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. This Agreement shall not be interpreted as an assignment or transfer to the Agent of the Trademarks on Schedule A.

SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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.

LUKOIL AMERICAS CORPORATION

By:   
Name: Vincent J. DeLaurentis  
Title: President and Chief Operating Officer

LEHMAN COMMERCIAL PAPER INC.  
as General Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

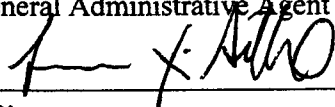
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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.

LUKOIL AMERICAS CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

LEHMAN COMMERCIAL PAPER INC.  
as General Administrative Agent

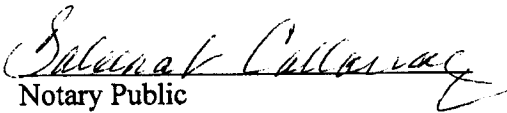
By:  \_\_\_\_\_  
Name: Francis X. Gilhool  
Title: Authorized Signatory



STATE OF New York )  
New York ) ss  
COUNTY OF )

On the 26<sup>th</sup> day of July, 2004, before me personally came Francis X. Gilhool, who is personally known to me to be the Authorized Signatory of Lehman Commercial Paper Inc., a New York banking corporation; who, being duly sworn, did depose and say that ~~she~~/he is the Authorized Signatory in such corporation, the corporation described in and which executed the foregoing instrument; that ~~she~~/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that ~~she~~/he acknowledged said instrument to be the free act and deed of said corporation.

**SALEENAH CALLAGHY**  
**NOTARY PUBLIC, State of New York**  
**No. 01CA8047908**  
**Qualified in New York County**  
**Commission Expires September 18, 2008**

  
Notary Public

(PLACE STAMP AND SEAL ABOVE)



**SCHEDULE A**

**U.S. Trademarks Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
LUCKY PIT STOP	78/114,949