

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Getty Petroleum Marketing Inc.		05/19/2004	CORPORATION: MARYLAND

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: 3		
Property Type	Number	Word Mark
Registration Number:	2438198	PETRO USA
Registration Number:	2436576	PETRO USA
Registration Number:	2732374	LOTTA FOUNTAIN

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
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NAME OF SUBMITTER:	Lea B. Levy
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Total Attachments: 7
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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 Getty Petroleum Marketing Inc., a Maryland corporation (the "Borrower"), 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 the Borrower, Lukoil Americas Corporation, 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 Borrower has 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, Borrower 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 Borrower's rights, priorities and privileges in and to Trademarks;

WHEREAS, Borrower 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, Borrower 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) Borrower hereby grants to the Agent, for the benefit of the Term Loan Secured Parties, a first priority security interest in all of Borrower'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) Borrower hereby grants to the Agent, for the benefit of the Revolving Credit Secured Parties, a second priority security interest in all of the Borrower'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.

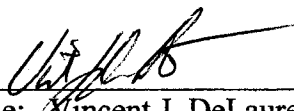
SECTION 3. Purpose. This Agreement has been executed and delivered by Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Guarantee 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. Borrower 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.

GETTY PETROLEUM MARKETING INC.

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

LEHMAN COMMERCIAL PAPER INC.
as General Administrative Agent

By: _____
Name:
Title:

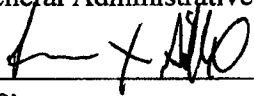
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GETTY PETROLEUM MARKETING INC

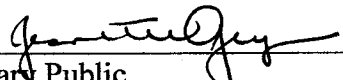
By: _____
Name:
Title:

LEHMAN COMMERCIAL PAPER INC.
as General Administrative Agent

By:  _____
Name:
Title: Francis X. Gilhool
Authorized Signatory

STATE OF NEW YORK)
) ss
COUNTY OF NASSAU)

On the 21st day of July, 2004, before me personally came Vincent J. DeLaurentis, who is personally known to me to be the President and Chief Operating Officer of Getty Petroleum Marketing Inc., a Maryland corporation; who, being duly sworn, did depose and say that he is the President and Chief Operating Officer 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.



Notary Public
JEANETTE GEYER
Notary Public, State of New York
No. 01GE4925667
Qualified in Nassau County
Commission Expires April 4, 2008
(PLACE STAMP AND SEAL ABOVE)

STATE OF New York)
COUNTY OF New York) ss

On the 26th 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 CALLAWAY
NOTARY PUBLIC, State of New York
No. 01CA6047908
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>
PETRO USA	2,438,198
PETRO USA AND DESIGN	2,436,576
LOTTA FOUNTAIN	2,732,374