

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wachovia Bank, National Association, as Trustee		12/17/2004	Banking association:
RECEIVING PARTY DATA			
Name:	Petro Holdings, Inc.		
Street Address:	550 Fish Road		
City:	Triverton		
State/Country:	RHODE ISLAND		
Postal Code:	02878		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2892718	DEBLOIS	
Serial Number:	76510071	DB	
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		
NAME OF SUBMITTER:	Robyn Rahbar		
Signature:	/rr/		
Date:	01/12/2005		

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Total Attachments: 5

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of December 17, 2004, from Wachovia Bank, National Association, a North Carolina banking association, as Trustee (the "Trustee") for certain banks and other financial institutions (the "Lenders"), to Petro Holdings, Inc. a Minnesota corporation with its principal place of business located at 550 Fish Road, Triverton, Rhode Island 02878.

WITNESSETH:

WHEREAS, pursuant to the Pledge and Security Agreement, dated as of March 25, 1999, (as amended, supplemented or otherwise modified from time to time) made by the Grantors (as defined therein) in favor of the Trustee (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Trustee in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of December 22, 2003, among the Trustee and Petro Holdings, Inc. (the "Security Agreement"), Petro Holdings, Inc., by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Trustee specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on January 14, 2004, at Reel 2898 and Frame 0647; and

WHEREAS, the Trustee now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Trustee hereby states as follows:


1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.

2. Release of Security Interest. The Trustee hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Trustee in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Trustee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

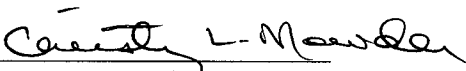
IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

WACHOVIA BANK, NATIONAL
ASSOCIATION

By: 
Name: Frederick W. Price
Title: Managing Director

STATE OF NORTH CAROLINA)
)
COUNTY OF MECKLENBURG) ss.:

On this 17 day of December, 2004, before me personally appeared Frederick W. Price to me known who, being by me duly sworn, did depose and say that he/she is Managing Director of Wachovia Bank, National Association, described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by Wachovia Bank, National Association.



Notary Public

(Affix Seal Below)

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
"DEBLOIS"	2,892,718
DB logo*	76/510,071

* Mark has been abandoned.