

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:	Meenan Oil Co., L.P.		
Street Address:	6900 Jericho Turnpike		
City:	Syosset		
State/Country:	NEW YORK		
Postal Code:	11791		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2100059	MEENAN SECURITY SERVICES	
Registration Number:	1572413	MEENAN WARMTH IS WHAT WE'RE ALL ABOUT.	
Registration Number:	1720717	WARMTH IS WHAT WE'RE ALL ABOUT	
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/		

OP \$90.00 2100059

Date:

01/12/2005

Total Attachments: 5

source=Meenan_T#page1.tif

source=Meenan_T#page2.tif

source=Meenan_T#page3.tif

source=Meenan_T#page4.tif

source=Meenan_T#page5.tif

**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 Meenan Oil Co., L.P., a Delaware limited partnership with its principal place of business located at 6900 Jericho Turnpike, Syosset, New York 11791.

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 Assignors (as defined therein) in favor of HSBC Bank USA (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Assignors to HSBC Bank USA in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to the Amended and Restated Intercreditor Agreement and the Assignment of Grant of Security Interest in Trademarks, both dated December 22, 2003 ("Amended Intercreditor Agreement"), the Trustee was appointed as successor to HSBC Bank USA and is the beneficiary of the Amended Intercreditor Agreement;

WHEREAS, the Amended Intercreditor Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on January 14, 2004, at Reel 2898 and Frame 0434; 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 Assignors' 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 Amended Intercreditor 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.

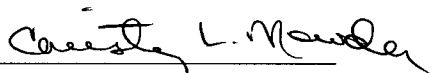
IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

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>
Stylized words "MEENAN SECURITY SERVICES" and house design.	2,100,059
Stylized words "MEENAN WARMTH IS WHAT WE'RE ALL ABOUT" and house design.	1,572,413
Stylized words "WARMTH IS WHAT WE'RE ALL ABOUT"	1,720,717