

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademark Rights		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wachovia Bank, National Association, as Trustee		12/17/2004	Banking association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Richland Partners, LLC		
<b>Street Address:</b>	225 East Main Street		
<b>City:</b>	Richland		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	17087		
<b>Entity Type:</b>	Limited Liability Company: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78162970	LEFFLER ENERGY	
<b>Serial Number:</b>	78165902	PATRIOT PROPANE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 455-2254		
<b>Email:</b>	LLevy@stblaw.com		
<b>Correspondent Name:</b>	Robyn Rahbar, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>NAME OF SUBMITTER:</b>	Robyn Rahbar		
<b>Signature:</b>	/rr/		
<b>Date:</b>	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 Richland Partners, LLC, a Pennsylvania limited liability company with its principal place of business located at 225 East Main Street, Richland, Pennsylvania 17087.

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 0426; 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.

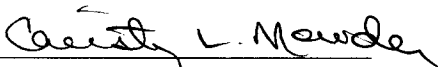
IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

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.

  
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Notary Public

(Affix Seal Below)

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b><u>Trademark</u></b>	<b><u>Registration or Serial Number</u></b>
"LEFFLER ENERGY"	78/162,970
"PATRIOT PROPANE"	78/165,902