

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 (previously recorded at reel 0355 frame 0552)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as successor to Manufacturers Hanover Commerical Corporation		01/31/2005	National Banking Association:

RECEIVING PARTY DATA

Name:	Petroleum Heat and Power Co., Inc.
Street Address:	2187 Atlantic Street
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06902
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	538181	PETRO

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-2254
 Email: ksolomon@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 \$40.00 538181

Date:

02/14/2005

Total Attachments: 4

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

TERMINATION AND RELEASE dated as of this 31st day of January, 2005, from JPMorgan Chase Bank, N.A., a national banking association having offices at 1166 Avenue of the Americas, New York, New York 10036, as successor to Manufacturers Hanover Commercial Corporation, a Delaware corporation (the "Lender"), to Petroleum Heat and Power Co., Inc., a Minnesota corporation having offices at 2187 Atlantic Street, Stamford, Connecticut 06902 ("Petro").

WITNESSETH:

WHEREAS, pursuant to a certain Assignment and Security Agreement dated August 28, 1979, made by Petro in favor of the Lender (the "Security Agreement"), a security interest (the "Security Interest") was granted by Petro to the Lender in certain Collateral (as defined in the Security Agreement);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on September 10, 1979, at Reel 0355 and Frame 0552; and

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

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

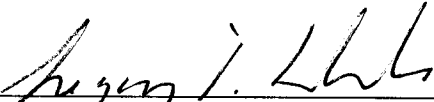
1. Definitions. The term "Collateral," as used herein, shall mean all of the Lender's right, title and interest of every kind and nature as of the date hereof in the Collateral, including the Trademark Registration listed on Schedule A annexed hereto.

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

3. Further Assurances. The Lender 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 and all of its other rights title and interest in the Collateral 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.

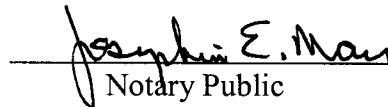
JPMorgan Chase Bank, N.A., successor
to Manufacturers Hanover Commercial Corporation

By: 
Name: _____
Title: **Gregory J. Wiske**
Vice President

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss.:

On this 1st day of Feb., 2005, before me personally appeared Gregory J. Wiske to me known who, being by me duly sworn, did depose and say that he/she is Vice President of JPMorgan Chase Bank, N.A., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by JPMorgan Chase Bank, N.A.


Notary Public

(Affix Seal Below)

JOSEPHINE E. MAY
Notary Public, State of New York
No. 4846900
Qualified in Suffolk County
Commission Expires Sept. 30, 2005

Schedule A

U.S. Trademark Registrations

Mark	Registration Number
PETRO (Design)	538,181

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