

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet 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 (previously recorded at reel 1889 frame 0032) |

**CONVEYING PARTY DATA**

| Name                                | Formerly               | Execution Date | Entity Type                   |
|-------------------------------------|------------------------|----------------|-------------------------------|
| HSBC Bank USA, National Association | FORMERLY HSBC Bank USA | 02/17/2005     | National Banking Association: |

**RECEIVING PARTY DATA**

|                        |                                    |
|------------------------|------------------------------------|
| <b>Name:</b>           | Petroleum Heat and Power Co., Inc. |
| <b>Street Address:</b> | 2187 Atlantic Street               |
| <b>City:</b>           | Stamford                           |
| <b>State/Country:</b>  | CONNECTICUT                        |
| <b>Postal Code:</b>    | 06902                              |
| <b>Entity Type:</b>    | 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

|                           |              |
|---------------------------|--------------|
| <b>NAME OF SUBMITTER:</b> | Robyn Rahbar |
| <b>Signature:</b>         | /rr/         |
| <b>Date:</b>              | 03/07/2005   |

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Total Attachments: 4

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

TERMINATION AND RELEASE dated as of this 17<sup>th</sup> day of February, 2005, from HSBC Bank USA, National Association, a national banking association having offices at 452 Fifth Avenue, New York, New York 10018, as Trustee for certain other banks and financial institutions (the "Trustee"), to Petroleum Heat and Power Co., Inc., a Minnesota corporation with its principal place of business located at 2187 Atlantic Street, Stamford, Connecticut 06902 ("Petro").

WITNESSETH:

WHEREAS, pursuant to a certain Trademark Security Agreement dated April 19, 1999, made by Petro in favor of the Trustee (the "Security Agreement"), a security interest (the "Security Interest") was granted by Petro to the Trustee in certain Trademark 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 April 20, 1999, at Reel 1889 and Frame 0032; 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 Security 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:

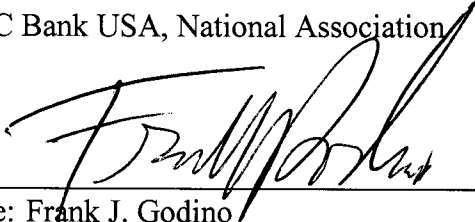
1. Definitions. The term " Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Collateral, including the Trademark listed on Schedule A annexed hereto.

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 and all of its other rights title and interest in the Trademark 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.

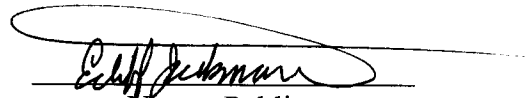
HSBC Bank USA, National Association

By:   
Name: Frank J. Godino  
Title: Vice President

STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK )

ss.:

On this 17<sup>th</sup> day of February, 2005, before me personally appeared Frank J. Godino to me known who, being by me duly sworn, did depose and say that he is Vice President of HSBC Bank USA, National Association, described herein and which executed the foregoing instrument, and that he signed his name thereto pursuant to the authority granted by HSBC Bank USA, National Association.

  
Notary Public  
**ECLIFF JACKMAN**  
No. 01JA6112150  
Notary Public, State of New York  
Qualified in New York County  
My Commission Expires 6-28-08

(Affix Seal Below)

Schedule A

U.S. Trademark Registrations

| Mark  | Registration Number |
|-------|---------------------|
| PETRO | 538,181             |