

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mapco Express, Inc.		06/08/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Lehman Commercial Paper, Inc., as Administrative Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78589398		
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:	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/		
Date:	08/10/2005		

OP \$40.00 78589398

Total Attachments: 3

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GRANT OF SECURITY INTEREST

(TRADEMARKS)

WHEREAS, MAPCO EXPRESS, INC., a Delaware corporation (the "Grantor") holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, for which United States registrations and applications for registration are subsisting, as indicated on Schedule 1A (such marks, applications and registrations, collectively, the "Trademarks");

WHEREAS, the Grantor has entered into a Guarantee and Collateral Agreement dated as of April 28, 2005 (as amended or otherwise modified from time to time, the "Security Agreement"), in favor of LEHMAN COMMERCIAL PAPER INC., as Administrative Agent (the "Grantee");

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee a security interest and mortgage in all right, title and interest of the Grantor in, to and under the Trademarks and the registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action that may exist by reason of violation thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee a security interest and mortgage in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

SCHEDULE 1A TO GRANT OF SECURITY INTEREST

(TRADEMARKS)

Title

Miscellaneous Design [Monster Logo]

Application/Registration No.

78/589,398