

**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
American Refining Group, Inc.		11/03/2005	CORPORATION: PENNSYLVANIA

**RECEIVING PARTY DATA**

Name:	PNC Bank, National Association
Street Address:	1600 Market Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2896510	BRAD PENN
Registration Number:	428125	KENSOL
Registration Number:	1545999	KENSOL
Registration Number:	427252	KENDEX
Registration Number:	424347	KENDEX
Registration Number:	2886886	PENN GRADE 1
Serial Number:	78394203	THE GREEN OIL
Serial Number:	78712612	PENNZSUPPRESS
Serial Number:	78663806	BRAD PENN IIIH

**CORRESPONDENCE DATA**

Fax Number: (215)832-5619  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 215-569-5619  
 Email: pecsenye@blankrome.com

CH \$240.00 2896510

Correspondent Name: Timothy D. Pecsénye  
Address Line 1: One Logan Square  
Address Line 2: 9th Floor  
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-01181
NAME OF SUBMITTER:	Timothy D. Pecsénye
Signature:	/Timothy D. Pecsénye/
Date:	11/28/2005

**Total Attachments: 18**

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**PATENTS, TRADEMARKS AND COPYRIGHTS  
SECURITY AGREEMENT**

This Patents, Trademarks and Copyrights Security Agreement ("Agreement") is made as of the 3<sup>rd</sup> day of November, 2005, by and between AMERICAN REFINING GROUP, INC. ("Company"), a Pennsylvania corporation, with its chief executive office located at 100 Four Falls Corporate Center, Suite 215, West Conshohocken, PA 19428, and PNC Bank, National Association, in its capacity as Agent for Lenders ("Agent"), having a mailing address of 1600 Market Street, Philadelphia, Pennsylvania 19103, Attn: Thomas Bugieda.

**BACKGROUND**

A. This Agreement is being executed contemporaneously with that certain Revolving Credit and Security Agreement of even date herewith by and among Company, the financial institutions which are now or which hereafter become a party thereto (collectively, the "Lenders") and Agent, acting as agent for the benefit of the Lenders (as it may hereafter be from time to time amended, modified, restated, supplemented or replaced, the "Credit Agreement"), under which Company is granting Agent, a lien on and security interest in all of the assets of Company associated with or relating to products leased or sold or services provided under all of Company's now or hereafter existing or acquired patents, trademarks (and the goodwill associated therewith) and copyrights, and under which Agent is entitled to foreclose or otherwise deal with such assets, patents, patents, patent rights, patent applications, goodwill, trademarks, trademark applications, service marks, service mark applications, trade names, copyrights, and copyright applications under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Credit Agreement.

B. Company has adopted, used and is using (or has filed applications and/or registrations of) the patents, patent rights, and patent applications (collectively, the "Patents"); trademarks, service marks, and trade names (collectively, "Trademarks"); and copyrights and copyright applications (collectively, the "Copyrights"); each as listed on **Schedule A** attached hereto and made part hereof (or on any amended **Schedule A** provided pursuant to Section 3(f) hereof), and all goodwill associated with and represented by any of the foregoing ("Goodwill") (all such Patents, Trademarks, Copyrights or Goodwill hereinafter referred to as the "Assets").

C. Pursuant to the Credit Agreement, Agent is acquiring a lien on, and security interest in, the Assets and the registrations thereof as security for all Obligations, and desires to have its security interest in such Assets confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office and United States Copyright Office, respectively.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Credit Agreement and all the Other Documents and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Company grants a lien and security interest to Agent in all

of its present and future right, title and interest in and to the Assets and the registrations thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Company hereby covenants and agrees to maintain the Assets in full force and effect until all Obligations are indefeasibly paid and satisfied in full and the Credit Agreement and the commitments of the Lenders thereunder are terminated.

3. Company represents, warrants and covenants that:

(a) The Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses (other than licenses granted in the ordinary course of business) and covenants by Company not to sue third persons;

(c) Company has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(d) Each of the Assets listed on **Schedule A** constitute all of the registered Assets, and all applications for any of the foregoing, excluding applications for U.S. Federal registration of marks filed under 15 U.S.C. 1051(b) and in which no amendment to allege use under 15 U.S.C. 1051(c) or statement of use under 15 U.S.C. 1051(d) has been filed, now owned by Company. If, before all Obligations shall have been indefeasibly paid and satisfied in full and the Credit Agreement shall have been terminated, Company shall (i) become the owner of or acquire rights including the rights of registration with respect to any new trademarks, trademark applications (excluding applications for U.S. Federal registration of marks filed under 15 U.S.C. 1051(b) and in which no amendment to allege use under 15 U.S.C. 1051(c) or statement of use under 15 U.S.C. 1051(d) has been filed, but including any trademark application filed under 15 U.S.C. 1051(b) for which an amendment to allege use under 15 U.S.C. 1501(c) has now been filed), or (ii) become entitled to the benefit of any patent or patent application or trademark application (excluding applications for U.S. Federal registration of marks filed under 15 U.S.C. 1051(b) and in which no amendment to allege use under 15 U.S.C. 1051(c) or statement of use under 15 U.S.C. 1051(d) has been filed, but including any trademark application filed under 15 U.S.C. 1051(b) for which an amendment to allege use under 15 U.S.C. 1501(c) has now been filed), trademark, trademark registration, copyright registration or application, or patent or patent application for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, such patent or trademark application, trademark, trademark registration, copyright registration or application, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent shall be deemed part of the "Assets" hereunder and the provisions of this Agreement, including the grant of a lien and security interest in such new Assets, shall automatically apply thereto. Company shall give Agent written notice of the acquisition by Company of any such new Assets along with an amended **Schedule A** listing such new Assets promptly (but in no event later than 30 Business Days) following the acquisition of any such new Assets.

4. Company further covenants that until all Obligations have been indefeasibly paid and satisfied in full and the Credit Agreement and the commitments of the Lenders thereunder are

terminated, it will not enter into any agreement, including without limitation, license agreements or options, which is inconsistent with Company's obligations under this Agreement and the Credit Agreement.

5. So long as no Event of Default has occurred and is continuing under the Credit Agreement, Company shall continue to have the exclusive right to use the Assets and Agent shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. Company agrees not to sell, license (except in the ordinary course of business), grant any option, assign or further encumber its rights and interest in the Assets.

7. [RESERVED].

8. If and while an Event of Default has occurred and is continuing under the Credit Agreement, Company hereby covenants and agrees that Agent, as the holder of a security interest under the Uniform Commercial Code may take such actions permitted under the Credit Agreement and the Other Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. During such time as an Event of Default shall have occurred and be continuing, Company hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as Company's true and lawful attorney-in-fact, with the power to endorse Company's name on all applications, assignments, documents, papers and instruments necessary for Agent, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1 or a patent assignment in the form attached hereto as Exhibit 2. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Credit Agreement and the Other Documents, and until all Obligations are indefeasibly paid and satisfied in full and the Credit Agreement and the commitments of the Lenders thereunder are terminated. Company agrees that while an Event of Default has occurred and is continuing under the Credit Agreement, Company shall be deemed to have granted a non-exclusive license to Agent to use the Assets in the exercise by Agent or its rights as a secured creditor with respect to Company's tangible property and the use by Agent of all Assets pursuant to such deemed license shall be without any liability for royalties or other related charges from Agent to Company. Agent covenants that no action taken pursuant to the rights granted in this Section 8 will colorably constitute an assignment of any of the Trademarks or Additional Trademarks without its associated goodwill.

9. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Credit Agreement and may not be modified without the written consent of the parties hereto.

10. All rights and remedies herein granted to Agent shall be in addition to any rights and remedies granted under the Credit Documents. In the event of an inconsistency between this Agreement and the Credit Agreement, the language of the Credit Agreement shall control.

11. Upon Company's performance of all of the obligations under the Credit Documents and full and unconditional satisfaction of all Obligations and the termination of the Credit Agreement and

the Revolving Credit Commitments, Agent shall execute and deliver to Company all documents reasonably necessary to record or register the termination of Agent's security interest in the Assets.

12. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of this or any other documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Agent's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Company on demand by Agent and until so paid shall be added to the principal amount of Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Credit Agreement.

13. Subject to the terms of the Credit Agreement, Company shall have the duty to prosecute diligently any trademark or patent application with respect to the Assets pending as of the date of this Agreement or thereafter, until all Obligations shall have been indefeasibly paid and satisfied in full and the Credit Agreement and the commitments of the Lenders thereunder are terminated, to preserve and maintain all rights in the Assets, and upon request of Agent, Company shall make federal application on patentable inventions, and registrable but unregistered patents, trademarks, or copyrights belonging to Company. Any expenses incurred in connection with such applications shall be borne by Company. Company shall not abandon any Patent, Trademark or Copyright, except in its reasonable business judgment.

14. Company shall have the right to bring suit in its own name to enforce the Assets, in which event Agent may, if Company reasonably deems it necessary, be joined as a nominal party to such suit if Agent shall have been satisfied, in its sole discretion, that Agent is not thereby incurring any risk of liability because of such joinder. Company shall promptly, upon demand, reimburse and indemnify Agent for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Agent in the fulfillment of the provisions of this paragraph.

15. After the occurrence and during the continuance of an Event of Default under the Credit Agreement, Agent may, without any obligation to do so, complete any obligation of Company hereunder, in Company's name or in Agent's name, but at Company's expense, and Company hereby agrees to reimburse Agent in full for all costs and expenses, including reasonable attorneys' fees, incurred by Agent in protecting, defending and maintaining the Assets.

16. No course of dealing among Company and Agent nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Agent's rights and remedies with respect to the Assets, whether established hereby or by the Credit Agreement or the Other Documents, or by any other future agreements between Company and Agent or by law, shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

18. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

19. This Agreement, and all matters relating hereto and arising herefrom, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applied to contracts to be performed wholly within the Commonwealth of Pennsylvania, without regard to Pennsylvania's otherwise applicable principles of conflicts of laws.

20. Any judicial proceeding brought by or against Company with respect to this Agreement or any related agreement may be brought in any court of competent jurisdiction in the Commonwealth of Pennsylvania, United States of America, and, by execution and delivery of this Agreement, Company accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Company hereby waives personal service of any and all process upon it and consents that all such service of process may be made by registered mail (return receipt requested) directed to Company at its address set forth above and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America, or, at the Agent's option, by service upon Company. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Agent or any Lender to bring proceedings against Company in the courts of any other jurisdiction. Company waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Any judicial proceeding by Company against Agent involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the County of Philadelphia, Commonwealth of Pennsylvania.

21. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

22. This Agreement may be executed in multiple counterparts, each of which, when so executed and delivered, shall be an original but all such counterparts shall together constitute one fully completed fully executed document. Signatures by facsimile shall bind the parties hereto


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[SIGNATURES ON FOLLOWING PAGE]

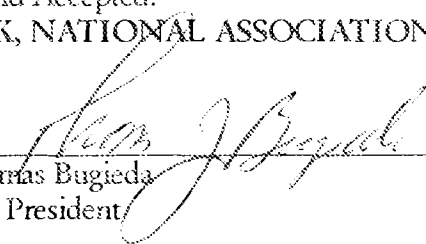


IN WITNESS WHEREOF, the parties hereto have executed this Patents, Trademarks and Copyrights Security Agreement the day and year first above written.

AMERICAN REFINING GROUP, INC.

By:   
Name: John C. Trinkl  
Title: Senior Vice President, Treasurer and Assistant Secretary

Approved and Accepted:  
PNC BANK, NATIONAL ASSOCIATION

By:   
Name: Thomas Bugieda  
Title: Vice President

**SCHEDULE A  
Part 1**

**U.S. Intellectual Property Assets**

PATENTS

<u>Patent Description</u>	<u>U.S. Patent No.</u>	<u>Issue Date</u>
STABLE PETROLEUM RESIN Dust Suppressant	5412007	5/2/1995

PATENT APPLICATIONS

<u>Patent Application Description</u>	<u>U.S. Patent Application No.</u>	<u>Date Applied</u>
None		

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
BRAD PENN -- motor oil	2896510	10/26/2004
KENSOL -- liquid petroleum solvent	428125	3/11/1947
KENSOL -- hand cleaner	1545999	7/4/1989
KENDEX -- viscous oils	427252	2/4/1947
KENDEX -- thermo plastic	424347	10/1/1946
PENN GRADE 1 -- motor oil	2886886	9/21/2004

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
THE GREEN OIL -- motor oil race cars	78394203	3/31/2004

PENNZSUPPRESS Dust Suppressant	78712612	9/14/2005
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BRAD PENN IIIH Automatic transmission fluids	78663806	07/05/2005
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## SCHEDULE A

### Part 2 Foreign Intellectual Property Assets

#### PATENTS

<u>Patent Description</u>	<u>Jurisdiction of Registration/ Patent No.</u>	<u>Issue Date</u>
STABLE PETROLEUM RESIN Dust Suppressant	Mexico - 188841	5/6/1998
STABLE PETROLEUM RESIN Dust Suppressant	Canada -- 2140797	10/30/2001

#### PATENT APPLICATIONS

None

#### TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>Jurisdiction of Registration/ Serial/Registration No.</u>	<u>Date Registered</u>
BRAD PENN -- motor oil	Canada -- TMA579114	4/8/2003
BRAD PENN -- motor oil	Turkey -- 0.01725	8/17/2000
BRAD PENN -- motor oil	Europe -- 1803014	8/10/2000
BRAD PENN -- motor oil	China -- 1805135	7/14/2002
BRAD PENN -- industrial oil	China -- 1905632	12/7/2002
KENSOL -- liquid petroleum solvent	Canada -- TMA173657	12/31/1970

KENSOL	China -- 1805136	7/14/2002
KENDEX -- dust suppressant	Canada -- TMA629314	1/4/2005
KENDEX -- thermo plastic	Canada -- TMA166378	11/21/1969
KENDEX	China -- 1810395	7/21/2002
KENDEX	Mexico -- 856,990	10/27/2004

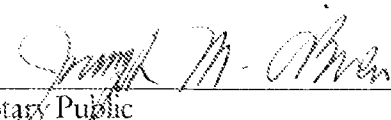
TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>Jurisdiction of Registration/ Application No.</u>	<u>Date Applied</u>
THE GREEN OIL -- motor oil race cars	Canada -- 1232298	9/30/2004
BRAD PENN IIIH Automatic transmission fluids	Canada -- 1268831	8/16/2005
PENNZSUPPRESS Dust Suppressant	Canada -- 1274205	9/30/2005
PENNZSUPPRESS Dust Suppressant	Mexico -- 742878	10/3/2005

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
COMMONWEALTH OF PENNSYLVANIA : SS  
COUNTY OF ~~PHILADELPHIA~~ *MONTGOMERY* :

On this 3<sup>rd</sup> of November, 2005, before me personally appeared John C. Trinkl, to me known and being duly sworn, deposes and says that s/he is the Senior Vice President, Treasurer and Assistant Secretary of American Refining Group, the Company described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

  
\_\_\_\_\_  
Notary Public

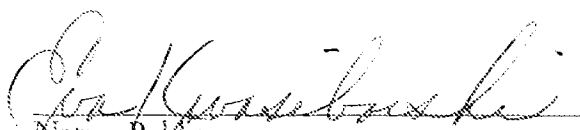
My Commission Expires:

Notarial Seal  
Joseph M. O'Brien, Notary Public  
West Conshohocken Boro, Montgomery County  
My Commission Expires May 10, 2007  
Member, Pennsylvania Association of Notaries

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
COMMONWEALTH OF PENNSYLVANIA : SS  
COUNTY OF PHILADELPHIA :

On this 21 day of November, 2005, before me personally appeared Thomas Bugieda to me known and being duly sworn, deposes and says that s/he is a Vice President of PNC BANK, National Association, the Agent described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

  
Notary Public

My Commission Expires:

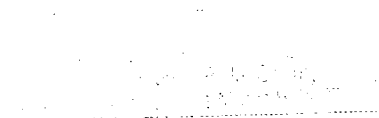


EXHIBIT 1

PATENTS, TRADEMARKS AND COPYRIGHTS ASSIGNMENT  
(Trademarks)

WHEREAS, American Refining Group, Inc., a Pennsylvania corporation ("Grantor") is the registered owner of the United States trademarks, service marks, trade names, service mark applications and trademark applications listed on Schedule A attached hereto and made a part hereof ("Assets"), which are applied for or registered in the United States Patent and Trademark Office; and

WHEREAS, \_\_\_\_\_ ("Grantee"), having a place of business at \_\_\_\_\_, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks and Copyrights Assignment to be executed as of the \_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
By: \_\_\_\_\_  
Attorney-in-fact

Witness:

EXHIBIT 1

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF : S.S.  
COUNTY OF :

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, a Notary Public for the said County and State, personally appeared \_\_\_\_\_ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of American Refining Group, and s/he acknowledged to me that s/he executed the foregoing Patents, Trademarks and Copyrights Assignment as such attorney-in-fact on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:



EXHIBIT 2

PATENTS, TRADEMARKS AND COPYRIGHTS ASSIGNMENT  
(Patents)

WHEREAS, American Refining Group, a Pennsylvania corporation ("Grantor") is the registered owner of the United States patents, and patent applications listed on Schedule A attached hereto and made a part hereof ("Assets"), which are of record in the United States Patent and Trademark Office; and

WHEREAS, \_\_\_\_\_ ("Grantee"), having a place of business at \_\_\_\_\_, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks and Copyrights Assignment to be executed as of the \_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
By: \_\_\_\_\_  
Attorney-in-fact

Witness:

EXHIBIT 2

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF : S.S.  
COUNTY OF :

On this \_\_\_ day of, 200\_\_, before me, a Notary Public for the said County and State, personally appeared \_\_\_\_\_ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of American Refining Group, Inc., and s/he acknowledged to me that s/he executed the foregoing Patents, Trademarks and Copyrights Assignment as such attorney-in-fact on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

POWER OF ATTORNEY

American Refining Group, Inc., a Pennsylvania corporation ("Grantor"), hereby authorizes PNC Bank, National Association, its successors and assigns, and any officer, employee, attorney or agent thereof (collectively, the "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under that certain Patents, Trademarks, and Copyrights Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be from time to time amended, modified, restated, supplemented or replaced, the "Agreement"), including, without limitation, the power to use the Assets (as defined in the Agreement), to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise, sell transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

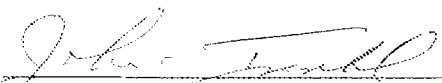
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of that certain Revolving Credit and Security Agreement dated as of March 23, 2004 by and among Grantor, those financial institutions now or hereafter identified as Lenders thereunder and Grantee, acting as agent for the benefit of the Lenders, as it may hereafter be from time to time amended, modified, restated, supplemented or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, on this 5<sup>th</sup> day of November, 2005.

AMERICAN REFINING GROUP, INC.

By:   
Name: John C. Trinkl  
Title: Sr. Vice President

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
COMMONWEALTH OF PENNSYLVANIA : SS  
COUNTY OF PHILADELPHIA *(Montgomery)* :

On this 3<sup>rd</sup> of November, 2005, before me personally appeared John C. Trinkl, to me known and being duly sworn, deposes and says that s/he is Senior Vice President, Treasurer and Assistant Secretary of American Refining Group, Inc., the Grantor described in the foregoing Power of Attorney; that s/he signed the Power of Attorney thereto as such officer pursuant to the authority vested in her/him by law; that the within Power of Attorney is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

*Joseph M. O'Brien*  
\_\_\_\_\_  
Notary Public

My Commission Expires:

Notarial Seal  
Joseph M. O'Brien, Notary Public  
West Chester-Hockens Born, Montgomery County  
My Commission Expires May 19, 2007  
Member - Pennsylvania Association of Notaries