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
Fuel Managers, Incorporated		06/26/2006	CORPORATION: OKLAHOMA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	901 Main Street, 22nd Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	national banking association:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3093979	FUEL POINT
Serial Number:	78739719	TOTAL FUEL MANAGEMENT
Serial Number:	78491194	CUSTOMIZE, OPTIMIZE, MAXIMIZE
Registration Number:	2985417	FUELMANAGERS.X
Serial Number:	78392792	RE-FUEL

CH $140.00 3093979

CORRESPONDENCE DATA

Fax Number: (214)855-4300
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-855-4500
Email: jmuennink@jenkens.com
Correspondent Name: Cathryn A. Berryman/Jenkens & Gilchrist
Address Line 1: 1445 Ross Ave., Suite 3700
Address Line 4: Dallas, TEXAS 75202

ATTORNEY DOCKET NUMBER:	46715-01300

NAME OF SUBMITTER:	Cathryn A. Berryman
Signature:	/Cathryn A. Berryman/
Date:	09/14/2006

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement") is dated as of June 26, 2006, by and between Fuel Managers, Incorporated, an Oklahoma corporation ("Pledgor"), and Bank of America, N.A. ("Secured Party") pursuant to that certain Loan and Security Agreement dated as of even date herewith (as amended, restated, or otherwise modified, the "Loan Agreement") among Pledgor, Colorado Fuel Manufacturers, Inc. and Secured Party.

RECITALS:

A. Pursuant to the terms of the Loan Agreement, Pledgor has granted to Secured Party a lien and security interest in all general intangibles of Pledgor, including, without limitation, all of Pledgor's right, title, and interest in, to, and under all now owned and hereafter acquired trademarks (each such trademark, a "Trademark"), together with the goodwill of the businesses symbolized by Pledgor's Trademarks, and trademark licenses (each such trademark license, a "Trademark License"), and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Loan Agreement).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby grants to Secured Party a lien on, a collateral assignment of and a continuing security interest in all of Pledgor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration ("Trademark Registration"), and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, to the extent allowable under the applicable license agreement, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present, or future: (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, and Trademark License, including, without limitation, any Trademark, Trademark Registration, and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration, and Trademark Application.

The lien and security interest created by this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Loan Agreement.

Pledgor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made effective as of the date first written above.

PLEDGOR:

Fuel Managers, Incorporated

By: _____
Name: C. Todd Phillips
Title: President

ACKNOWLEDGMENT

STATE OF Oklahoma }ss
COUNTY OF Tulsa

On June 26 2006, before me, Kelly Kiska, personally appeared C. Todd Phillips, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

KELLY KISKA
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES: DECEMBER 20, 2008
MY COMMISSION # 04011322

_____
Signature of Notary Public

SECURED PARTY:

BANK OF AMERICA, N.A.

By: _____
Name: Hance VanBeber
Title: Sr. Vice President

ACKNOWLEDGMENT

STATE OF TEXAS }ss
COUNTY OF DALLAS

On ~~June~~ SEPTEMBER 6, 2006, before me, MARGARET A. HENDERSON, personally appeared HANCE VANBEBER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARY PUBLIC STATE OF TEXAS
MARGARET A. HENDERSON
MY COMMISSION EXPIRES
JULY 5, 2007

WITNESS my hand and official seal.

Margaret A. Henderson
Signature of Notary Public

Schedule 1
to
Trademark Security Agreement

RECORDED: 09/14/2006

TRADEMARK
REEL: 003390 FRAME: 0386

Schedule of Trademarks
of
Fuel Managers, Incorporated (Oklahoma corporation)

Trademarks

Owner of Record	US or State	Trademark	Application / Registration No.	Filing or Registration Date	Status & Liens
Fuel Managers, Incorporated	US	FUEL POINT & DESIGN	3,093,979	05/16/2006	Registered No Liens
Fuel Managers, Incorporated	Arkansas	FASTOP	41,892	09/24/1992	Registered Assignment from Fastop Stores of Arkansas, Inc. to Purity Oil Company dated 09/18/1997 Assignment from Purity Oil Company to Fuel Managers, Incorporated dated 11/07/2002
Fuel Managers, Incorporated	US	TOTAL FUEL MANAGEMENT	78/739,719	10/25/2005	Pending No Liens
Fuel Managers, Incorporated	US	CUSTOMIZE, OPTIMIZE, MAXIMIZE	78/491,194	09/29/2004	Pending No Liens
Fuel Managers, Incorporated	US	FUELMANAGERS.X (Stylized)	2,985,417	09/16/2005	Registered No Liens
Fuel Managers, Incorporated	US	RE-FUEL FLEET CARD & DESIGN	78/392,792	03/29/2004	Abandoned No Liens