

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
CSP, LLC		02/07/2007	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	7th and Washington Streets		
Internal Address:	One U.S. Bank Plaza		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63101		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2986989	CSP	
Registration Number:	2986988	CSP	
Registration Number:	3078346	CSP CONVENIENCE STORE/PETROLEUM	
Serial Number:	76658682	CSP INDEPENDENT	
CORRESPONDENCE DATA			
Fax Number:	(314)259-2020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-259-2000		
Email:	ndcollora@bryancave.com		
Correspondent Name:	Daniel A. Crowe		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	St. Louis, MISSOURI 63102-2750		
ATTORNEY DOCKET NUMBER:	C026936/0206981		

CH \$115.00 2986989

NAME OF SUBMITTER:	Daniel A. Crowe
Signature:	/Daniel A. Crowe/
Date:	03/28/2007
Total Attachments: 7 source=security agreement#page1.tif source=security agreement#page2.tif source=security agreement#page3.tif source=security agreement#page4.tif source=security agreement#page5.tif source=security agreement#page6.tif source=security agreement#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of February 7, 2007, by **CSP, LLC** (including any successor or permitted assignee thereof, "Grantor"), in favor of **U.S. BANK NATIONAL ASSOCIATION** (including any successor, participant, assignee or transferee thereof, "Lender"). Capitalized terms used herein without definition have the respective meanings assigned in that certain Loan Agreement of even date herewith by and among Grantor and the Lender (the "Loan Agreement").

RECITALS

WHEREAS, as a condition to the Lender entering into the Loan Agreement and providing the financial accommodations thereunder, the Lender has required that Grantor grant to the Lender a security interest in the Collateral (as defined herein) including a security interest in Collateral identified herein including, but not limited to, the collateral and listed on Schedule A attached hereto, to secure the payment of all amounts owing under the Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Lender hereby agree as follows:

1. Grant. Grantor hereby grants to Lender an absolute, present, unconditional, continuing first priority security interest in and to Grantor's entire right, title and interest in, to and under the following property and rights (collectively, the "Collateral"):

(a) Any and all tangible and/or copyrightable works of authorship and copyrights therein, whether statutory or common law, registered or unregistered, now or hereafter existing or in force throughout the world including, without limitation, all of Grantor's right, title and interest in, to and under all works of authorship, unregistered copyrights and all registered copyrights in the United States and throughout the world including, but not limited to, all treaty and convention rights, all applications, registrations, supplementary registrations, extensions and renewals of any thereof, licenses, together with the right to sue for past, present and future infringements of any thereof, and all past, present and future proceeds of the foregoing, including, without limitation, licenses, royalties, income, payment, claims, damages and proceeds of suit (collectively, the "Copyrights"); and

(b) Any and all types of exclusionary or protective rights granted (or applications therefor) for designs and inventions in any country of the world including, but not limited to, all treaty and convention rights (including, without limitation, all utility patents, design patents, utility models, inventor's certificates, and the like), and any and all patents, reissues, reexaminations, extensions, and supplementary protections certificates thereof, and all patent applications (including, without limitation, all provisional, divisional, continuation, continuing, reissue, continuation-in-part, patent cooperation treaty, and foreign counterpart applications), licenses, together with the right to sue for past, present and future infringements of any thereof, and all past, present and future proceeds of the foregoing, including, without limitation, licenses, royalties, income, payment, claims, damages and proceeds of suit; and

(c) Any and all: (i) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, logos, designs, symbols, marks, and/or other sources of business identifiers used in any country in the world including, but not

limited to, all treaty, convention, and common law rights, whether registered or unregistered, and any and all goodwill associated therewith, now existing or hereafter acquired; (ii) all applications, registrations, recordings and renewals thereof or therefor, in or with any national, state or local governmental authority of any country, or community or collective authority or agency (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of use under Section 1(c) and 1(d) of said Act has been filed); and (iii) all licenses therefor; together with the right to sue for past, present and future infringements of any thereof, and all past, present and future proceeds of the foregoing, including, without limitation, licenses, royalties, income, payment, claims, damages and proceeds of suit, including, without limitation, any thereof which are registered and are referred to on **Schedule A** hereto (collectively, the "Trademarks"); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees, royalties and other income arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the United States Copyright Office, the United States Patent and Trademark Office, and all analogous foreign government offices and agencies (and any other any state, governmental, foreign or other authorities to which this IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Lender's interests in, to and under the Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) and subject to foreclosure provisions of applicable law, Grantor shall immediately execute and deliver to Lender an absolute collateral assignment transferring its entire right, title, and interest in and to the Collateral, and any and all goodwill associated therewith, to Lender.

4. Power of Attorney. Grantor hereby irrevocably grants Lender a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Lender's discretion, to take any action and to execute any instrument which Lender may deem reasonably necessary or advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in Lender's sole discretion and without first obtaining Grantor's approval of or signature thereto) Schedule A hereof, as appropriate, to include references to or the identification of any intellectual property (or applications, registrations, patents, or licenses therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in Lender's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Lender's security interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect Lender's interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable until all obligations under the Loan Agreement have been fully and finally satisfied.

5. Covenants.

(a) Grantor (either itself or through licensees) will (A) continue to use each Trademark on or in connection with Grantor's applicable goods and/or services in order to maintain such Trademark in full force and effect, free from any claim of abandonment for non-use, provided that such use is commercially reasonable, (B) maintain as in the past at least the same quality of products and services offered under each such Trademark, provided that the maintenance of such products and services is commercially reasonable (C) employ each such Trademark with the appropriate notice of registration and ownership, (D) not adopt or use any mark which is confusingly similar to or a colorable imitation of any Trademark unless within 30 days after such use or adoption, Lender, for its benefit, shall obtain a perfected security interest in such mark pursuant to this IP Security Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or omit to do any act whereby any Trademark may become invalidated, abandoned, canceled, unenforceable, and/or weakened. Notwithstanding the foregoing, provided that Grantor is not in default, Grantor may abandon any Trademark provided that thirty (30) days prior written notice of (i) any action to abandon such Trademark; or (ii) failure to preserve such Trademark, is provided to Lender.

(b) Grantor will not do any act, or omit to do any act, whereby any Patent may become abandoned and will timely pay all maintenance and annuity fees due in connection with each Patent and will timely and properly prosecute any and all Patent applications.

(c) Grantor will not do or permit any act or omit to do any act whereby any Copyright or Copyright License may lapse or become invalid, canceled, unenforceable, or placed in the public domain except upon expiration at the end of an unrenovable term of a registration thereof or except where such act or omission is in keeping with prudent business practices and would not likely result in a Material Adverse Effect.

(d) Grantor will promptly notify Lender if Grantor knows, or has reason to know, that any application relating to any Patent or any material Copyright may become abandoned or dedicated, or of any adverse determination or material development regarding Grantor's registered Trademarks, Patents and Copyrights (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court, tribunal, agency, office, administrative body, and/or other governing authority in any country, as the case may be) regarding Grantor's ownership of any registered

Patent, Copyright or Trademark or its right to patent or register the same or to keep and maintain the same.

(e) Whenever Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for any Patent, Copyright or for the registration of any Trademark with the United States Patent and Trademark Office or United States Copyright Office, as the case may be, or any similar office or agency in any other country or any political subdivision thereof, Grantor shall: (i) promptly record Lender's security interest with any and all such offices and/or agencies; and (ii) report such filing and recording to Lender within five business days after the last day of the fiscal quarter in which such filing occurs. Upon request of Lender, Grantor shall execute and deliver any and all reasonably necessary agreements, instruments, documents, and papers as Lender may request to evidence Lender's security interest in any newly filed Patent, Copyright or Trademark (or the application related thereto) and the goodwill and general intangibles of Grantor relating thereto or represented thereby, and Grantor hereby constitutes Lender its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Borrower's Obligations are paid in full.

(f) Grantor will take all reasonable and necessary steps, including, without limitation, in any proceedings before any tribunal, office or agency in any country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration or issuance) and to maintain each Patent, each registered Copyright and each registration of Trademarks, including, without limitation, payment of all maintenance and annuity fees, filing of applications for renewal, affidavits of use and affidavits of incontestability when appropriate.

(g) In the event Grantor knows or has reason to know that any registered Patent, Copyright or Trademark included in the Collateral is being and/or may be infringed, misappropriated, or diluted by a third party and such infringement, misappropriation or dilution could result in a Material Adverse Effect, Grantor shall promptly notify Lender after it learns thereof and shall promptly sue for infringement, misappropriation or dilution, or take other actions as Grantor shall deem appropriate under the circumstances to protect such Patent, Copyright or Trademark.

6. Release. The security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Loan Agreement. Upon any such termination, Lender (at Grantor's request and sole expense) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Lender to evidence such termination.

7. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Security Agreement. The rights and remedies of Grantor and Lender with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Loan Agreement, the provisions of this Agreement shall govern.

IN WITNESS WHEREOF, the party hereto has executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through its duly authorized officers, as of the date first written above.

CSP, LLC

By: _____

Title: _____

Paul Rube
Pres

Address: 1100 Jorie Boulevard, Suite 260
Oak Brook, Illinois 60523
Attention: Ronald J. Dickens

Telecopy number: (630) 574-5175

with a copy to:

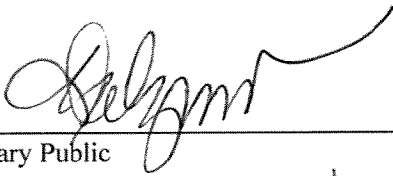
Breslow & Walker, LLP
767 Third Avenue
New York, New York 10017
Attn: Joel M. Walker, Esq.

Telecopy number (212) 888-4955

ACKNOWLEDGMENT

STATE OF NY _____ :
: SS
COUNTY OF NY _____ :

Before me, the undersigned, a Notary Public, on this 7TH day of February, 2007, personally appeared Paul Reuter to me known personally, who, being by me duly sworn, did say that he is the PRES of **CSP, LLC** and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said **CSP, LLC** by authority of its managers, and the said Paul Reuter acknowledged said instrument to be his/her free act and deed.



Notary Public

My Commission Expires: 1/17/11

THOMAS J. SALZANO
Notary Public, State of New York
No. 01SA6078883
Qualified in New York County
Commission Expires January 17, 2011

SCHEDULE A

COPYRIGHT COLLATERAL

None

TRADEMARK COLLATERAL

I. Registered Trademarks

<u>Trademark Description</u>	<u>Class</u>	<u>Registration Number/ Serial Number</u>	<u>Reg. Date</u>
CSP (stylized)	USA	2,986,989	8/23/05
CSP	16 & 35	2,986,988	8/23/05
CSP Convenience Store/Petroleum	16	3,078,346	4/11/06

II. Pending Trademark Applications

<u>Trademark Description</u>	<u>Class</u>	<u>Serial Number</u>	<u>Reg. Date</u>
CSP Independent	16	76/658682	04/18/06
24-7 Connect	35	78/950597	08/11/06

III. Trademark Licenses

None

In the ordinary course of business, the Borrower acquires rights to articles, photos and other content from freelance authors and photographers that may have certain limitations.

Borrower has various "off-the-shelf" software licenses that contain restrictions on use.

*Borrower is in process of transferring all listed above from Parent to Borrower.