

**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       |
|-------------------------|----------|----------------|-------------------|
| Pitt Penn Oil Co., Inc. |          | 10/14/2007     | CORPORATION: OHIO |

RECEIVING PARTY DATA

|                 |                                     |
|-----------------|-------------------------------------|
| Name:           | Sovereign Bank                      |
| Street Address: | 551 Fifth Avenue, 25th Floor        |
| City:           | New York                            |
| State/Country:  | NEW YORK                            |
| Postal Code:    | 10176                               |
| Entity Type:    | Federal Savings Bank: UNITED STATES |

PROPERTY NUMBERS Total: 11

| Property Type        | Number  | Word Mark    |
|----------------------|---------|--------------|
| Registration Number: | 2345534 | GEARHEAD     |
| Registration Number: | 2249395 | PITT PENN    |
| Registration Number: | 2173866 | PITT PENN    |
| Registration Number: | 2074531 | GEARHEAD     |
| Registration Number: | 2079425 | ALL-AMERICAN |
| Registration Number: | 2377840 | GEARHEAD     |
| Registration Number: | 2175648 | PITT PENN    |
| Registration Number: | 2079427 | ALL-AMERICAN |
| Registration Number: | 2079414 | ALL-AMERICAN |
| Registration Number: | 2077699 | ALL-AMERICAN |
| Registration Number: | 2099965 | GEARHEAD     |

CORRESPONDENCE DATA

Fax Number: (212)202-6491

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**900093736**

**TRADEMARK  
 REEL: 003674 FRAME: 0793**

**CH \$290.00 2345534**

Phone: (212) 508-6739  
Email: prutzman@thshlaw.com  
Correspondent Name: L. Donald Prutzman  
Address Line 1: 900 Third Avenue  
Address Line 4: New York, NEW YORK 10022

|                         |                    |
|-------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 17519.03           |
| NAME OF SUBMITTER:      | L. Donald Prutzman |
| Signature:              | /LD Prutzman/      |
| Date:                   | 12/10/2007         |

**Total Attachments: 4**

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## ASSIGNMENT FOR SECURITY

### TRADEMARKS

WHEREAS, **PITT PENN OIL CO., LLC** (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated as of October 11, 2007 (as amended, restated, supplemented or as otherwise modified or replaced from time to time, the "Security Agreement"), in favor of Sovereign Bank as Secured Party (the "Assignee");


WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a continuing security interest in all right, title and interest of the Assignor in, to and under, inter alia, the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Applicable 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 Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee a continuing security interest in the Applicable Collateral to secure the prompt payment, performance and observance of the Obligations for the benefit of the Assignee.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Applicable 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.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its duly authorized officer or representative thereunto, duly authorized as of October 14, 2007

PITT PENN OIL CO., LLC

By:   
Name: JORGE YEBES  
Title: SECRETARY

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA

ss.:

COUNTY OF ALLEGHENY

On this 14<sup>TH</sup> day of October, 2007, before me personally came JORGE YEPES, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the SECRETARY of PITT PENN OIL Co., LLC, an LLC, and that s/he executed the foregoing instrument in the firm name of PITT PENN OIL Co., LLC, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

William J. Yurek

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
William J. Yurek, Notary Public  
East Huntingdon Twp., Westmoreland County  
My Commission Expires July 12, 2009  
Member, Pennsylvania Association of Notaries

**SCHEDULE 1A TO ASSIGNMENT FOR SECURITY**

| <b>US TRADEMARKS</b> |                      |                    |                  |                     |                  |
|----------------------|----------------------|--------------------|------------------|---------------------|------------------|
|                      | <b>Serial Number</b> | <b>Reg. Number</b> | <b>Word Mark</b> | <b>Check Status</b> | <b>Live/Dead</b> |
| 1                    | 75739724             | 2345534            | Gearhead         | Tarr                | Live             |
| 2                    | 75448551             | 2249395            | Pitt Penn        | Tarr                | Live             |
| 3                    | 75221042             | 2173866            | Pitt Penn        | Tarr                | Live             |
| 4                    | 75051027             | 2074531            | Gearhead         | Tarr                | Live             |
| 5                    | 75181986             | 2079425            | All-American     | Tarr                | Live             |
| 6                    | 75150593             | 2377840            | Gearhead         | Tarr                | Live             |
| 7                    | 75203618             | 2175648            | Pitt Penn        | Tarr                | Live             |
| 8                    | 75182482             | 2079427            | All-American     | Tarr                | Live             |
| 9                    | 75171148             | 2079414            | All-American     | Tarr                | Live             |
| 10                   | 75170860             | 2077699            | All-American     | Tarr                | Live             |
| 11                   | 74705154             | 2099965            | Gearhead         | Tarr                | Live             |

| <b>INTERNATIONAL TRADEMARKS</b> |                    |                    |                  |               |                      |
|---------------------------------|--------------------|--------------------|------------------|---------------|----------------------|
|                                 | <b>App. Number</b> | <b>Reg. Number</b> | <b>Word Mark</b> | <b>Status</b> | <b>Country</b>       |
| 1                               | 125300             | 125301             | PITT PENN DESIGN | Registered    | Egypt                |
| 2                               | 125300             | 125300             | PITT PENN DESIGN | Registered    | Egypt                |
| 3                               | 65448/1999         | 4392834            | PITT PENN DESIGN | Registered    | Japan                |
| 4                               | 9907109            | 9907109            | PITT PENN DESIGN | Registered    | Malaysia             |
| 5                               | 9907108            | 99007108           | PITT PENN DESIGN | Registered    | Malaysia             |
| 6                               | 9907110            | 9907110            | PITT PENN DESIGN | Registered    | Malaysia             |
| 7                               | 4-2000-04282       |                    | PITT PENN DESIGN | Registered    | Philippines          |
| 8                               | 1999/12077         | 1999/12077         | PITT PENN DESIGN | Registered    | Turkey               |
| 9                               | 34893              | 28260              | PITT PENN DESIGN | Registered    | United Arab Emirates |
| 10                              | 34894              | 28195              | PITT PENN DESIGN | Registered    | United Arab Emirates |
| 11                              | 34892              | 28259              | PITT PENN DESIGN | Registered    | United Arab Emirates |

Owned by: PITT PENN OIL CO., LLC