

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
Noco Energy Corp.		12/23/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company, as Agent		
Street Address:	25 South Charles Street		
Internal Address:	18th Floor		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2076827	NOCO	
Registration Number:	1946615	NOCO	
Registration Number:	1792948	NOCO EXPRESS SHOP	
Registration Number:	3387070	NICKEL CITY MARKET CAFE	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 2:	Attn: Jean Paterson		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	839764		

CH \$115.00 2076827

900123510

TRADEMARK
REEL: 003909 FRAME: 0910

NAME OF SUBMITTER:	Jean Pateson
Signature:	/Jean Paterson/
Date:	12/29/2008
<p>Total Attachments: 8</p> <p>source=12-29-08 Noco energy-TM#page1.tif</p> <p>source=12-29-08 Noco energy-TM#page2.tif</p> <p>source=12-29-08 Noco energy-TM#page3.tif</p> <p>source=12-29-08 Noco energy-TM#page4.tif</p> <p>source=12-29-08 Noco energy-TM#page5.tif</p> <p>source=12-29-08 Noco energy-TM#page6.tif</p> <p>source=12-29-08 Noco energy-TM#page7.tif</p> <p>source=12-29-08 Noco energy-TM#page8.tif</p>	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 23rd of December, 2008 by NOCO ENERGY CORP., a New York corporation ("NOCO Energy"), in favor of MANUFACTURERS AND TRADERS TRUST COMPANY, in its capacity as Agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan Agreement (as defined below):

WITNESSETH

WHEREAS, NOCO Energy and NOCO Express Properties, LLC, NOCO Incorporated, Crabb Oil and Propane Inc., Thrifty Propane and Oil Inc., NOCO Electric LLC, NOCO Natural Gas LLC, Clear Creek Development, LLC, Clear Creek Development II, LLC, Clear Creek Energy Consulting, LLC, Buffalo Welding Corp., NOCO Lubricants, Inc. NOCO Lubricants North America, Inc., Express Stores I, Inc., 1199 French Road Inc., 320 East Niagara, LLC, Akron Oil Corporation and Tonawanda Terminals Corp. (collectively, the "Borrowers"), Lenders and Agent are parties to that certain Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, Borrowers have granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Borrowers including all right, title and interest of Borrowers in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Borrowers' trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement and the Other Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, NOCO Energy agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All rights and remedies herein granted to Agent and Lenders shall be in addition to any rights and remedies granted under the Loan Agreement, the Other Documents, under the Uniform Commercial Code and at law or equity generally, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademarks (as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademarks) with or without judicial process upon the occurrence of an Event of Default. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, NOCO Energy hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in NOCO Energy's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the

business connected with the use of, and symbolized by, each trademark (collectively, the "Trademarks"); and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by NOCO Energy against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

3. Covenants. NOCO Energy agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks without prior written consent of Agent.

4. Power of Attorney. Upon the occurrence of an Event of Default under the Loan Agreement, NOCO Energy hereby covenants and agrees that Agent, as the holder of a security interest under the Uniform Commercial Code for the benefit of Lenders, as now or hereafter in effect in the State of New York, may take such action permitted under the Loan Agreement, the Other Documents and/or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. NOCO Energy 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 NOCO Energy's true and lawful attorney-in-fact, with the power to endorse NOCO Energy's name on all applications, assignments, documents, papers and instruments necessary for Agent, to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. NOCO Energy 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 Loan Agreement and the Other Documents, and until all Borrowers' Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated

5. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Agent or any Lender.

IN WITNESS WHEREOF, NOCO Energy has duly executed this Agreement as of the date first written above.

NOCO ENERGY CORP.

By: _____
Name: John T. Brodfuehrer
Title: Treasurer

Agreed and Accepted,

MANUFACTURERS AND TRADERS
TRUST COMPANY,
as Agent

By: James Zicoletto
Name: James Zicoletto
Title: Administrative V.P.

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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IN WITNESS WHEREOF, NOCO Energy has duly executed this Agreement as of the date first written above.

NOCO ENERGY CORP.

By: John T. Brodfuehrer
Name: John T. Brodfuehrer
Title: Treasurer

Agreed and Accepted,

MANUFACTURERS AND TRADERS
TRUST COMPANY,
as Agent

By: _____
Name: _____
Title: _____

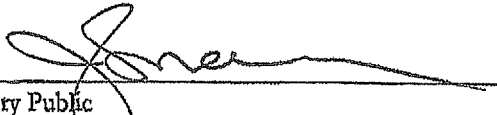
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF *Erie* :

On this 22nd of December, 2008, before me personally appeared John T. Brodfuehrer, to me known and being duly sworn, deposes and says that he/she is authorized to sign on behalf of NOCO Energy Corp.; that he/she signed the within Agreement pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and he/she desires the same to be recorded as such.



Notary Public
My Commission Expires:
JULIEANN SWANN
Notary Public, State of New York
Qualified in Erie County
My Commission Expires Oct. 9, 2011

[NOTARY ACKNOWLEDGEMENT -- TRADEMARK SECURITY AGREEMENT]

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
NOCO (logo)	2,076,827	July 8, 1997
NOCO (logo)	1,946,615	January 9, 1996
NOCO Express Shop	1,792,948	September 14, 1993
NICKEL CITY MARKET CAFÉ	3,387,070	February 19, 2008
NICKEL CITY MARKET CAFÉ	S19838	November 9, 2006
NICKEL CITY MARKET CAFÉ (logo)	S19839	November 9, 2006
NICKEL CITY MARKET CAFÉ	S19842	November 9, 2006
NICKEL CITY MARKET CAFÉ (logo)	S19841	November 9, 2006
NICKEL CITY ROAST (logo)	S19721	September 11, 2006
NICKEL CITY ROAST	S19722	September 12, 2006
NICKEL CITY ROAST	R30895	September 11, 2006
NICKEL CITY ROAST (logo)	R30896	September 11, 2006

EXHIBIT 1

TRADEMARK ASSIGNMENT

WHEREAS, NOCO Energy Corp. ("Grantor") is the registered owner of the United States trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule A attached hereto and made a part hereof ("Trademarks"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ ("Grantee"), having a place of business at _____, is desirous of acquiring said Trademarks;

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, subject to the terms of the Trademark Security Agreement of even date herewith between Grantor and Grantee, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ____ day of _____.

NOCO ENERGY CORP.

By: _____
Attorney-in-fact

Witness: