

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
Suburban Propane, L.P.		06/26/2009	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	1455 Market Street, 5th Floor
Internal Address:	Mail Code: CA5-701-05-19, Attn: Bridgett Manduk
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	3358451	SUBURBAN PROPANE
Registration Number:	3310575	SUBURBAN PROPANE
Registration Number:	3310567	SUBURBAN PROPANE
Registration Number:	3310566	SUBURBAN PROPANE
Registration Number:	2668867	GRILL ON!
Registration Number:	2668862	GRILL ON!
Registration Number:	2602224	SUBURBAN CYLINDER EXPRESS
Registration Number:	3313128	GRILL ON! PROPANE TANKS THAT COME TO YOU RESIDENTIAL COMMERCIAL
Registration Number:	3177511	SUBURBAN ENERGY SERVICES CHOICES. COMFORT. SATISFACTION.
Registration Number:	3187797	SUBURBAN ENERGY SERVICES
Registration Number:	2804496	SUBURBAN FRANCHISING

CH \$690.00 3358451

Registration Number:	2784819	CLEAR VALUE
Registration Number:	2637164	SUBURBAN FRANCHISING
Registration Number:	2640907	SUBURBAN CYLINDER EXPRESS
Registration Number:	2640906	SUBURBAN CYLINDER EXPRESS
Registration Number:	2790194	SUBURBAN CYLINDER EXPRESS
Registration Number:	2583713	GRILL ON!
Registration Number:	2707670	SUBURBAN CYLINDER EXPRESS
Registration Number:	2583709	GRILL ON!
Registration Number:	2721948	SUBURBAN@HOME HEATING COOLING
Registration Number:	2687123	SUBURBAN@HOME HEATING COOLING
Registration Number:	2565067	USA CYLINDER EXCHANGE
Registration Number:	2610847	USA CYLINDER EXCHANGE
Registration Number:	3172751	AGWAY
Registration Number:	2595215	SUBURBAN @ HOME
Registration Number:	1835694	MODERN TANK SERVICE
Serial Number:	77769484	SUBURBAN CYLINDER EXPRESS

CORRESPONDENCE DATA

Fax Number: (214)200-0558
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-651-5066
Email: jeff.becker@haynesboone.com
Correspondent Name: Jeffrey M. Becker, Haynes and Boone, LLP
Address Line 1: 2323 Victory Avenue, Suite 700
Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER:	17997.543
NAME OF SUBMITTER:	Jeffrey M. Becker
Signature:	/Jeffrey M. Becker/
Date:	07/24/2009

Total Attachments: 8

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TRADEMARK

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 26, 2009, by SUBURBAN PROPANE, L.P., a Delaware limited partnership ("**Grantor**"), in favor of BANK OF AMERICA, N.A., as Administrative Agent (as hereafter defined) for Secured Parties (as hereafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 26, 2009 (as the same may be amended, modified, supplemented, renewed, replaced, restated, or otherwise modified from time to time, the "**Credit Agreement**") among Grantor, as borrower, Suburban Propane Partners, L.P., as Parent, Bank of America, N.A., as a lender and as Administrative Agent (together with its permitted successors and/or assigns, in such capacity, "**Administrative Agent**") for the lenders now or hereafter a party to the Credit Agreement (together with their respective permitted successors and/or assigns, "**Lenders**"), the Lenders have severally agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is a party to that certain Security Agreement dated as of even date with the Credit Agreement by the Grantor and the other "Grantors" therein named in favor of the Administrative Agent for the benefit of the Secured Parties (as it may be amended, restated, or otherwise modified from time to time, the "**Security Agreement**"), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Suburban Propane, L.P. thereunder, Grantor hereby agrees with the Secured Party as follows:

Section 1 Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2 Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations as defined in the Security Agreement, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "**Trademark Collateral**"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on **Schedule I**;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any

Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3 Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer effective as of the date first set forth above.

Very truly yours,

SUBURBAN PROPANE, L.P.,
a Delaware limited partnership

By: 

Name: Michael Sfrata

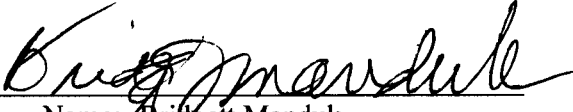
Title: CFO + CAO

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004031 FRAME: 0164

Accepted and Agreed:

BANK OF AMERICA, N.A., as Administrative Agent
for the benefit of the Secured Parties

By: 
Name: Bridgett Manduk
Title: Assistant Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

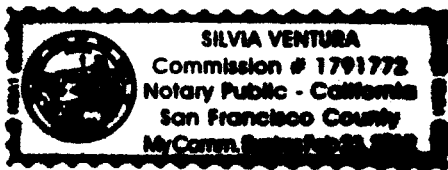
County of San Francisco }

On July 16, 2009 before me, Silvia Ventura, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Bridgett Manduk.
Name(s) of Signer(s)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Place Notary Seal Above

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

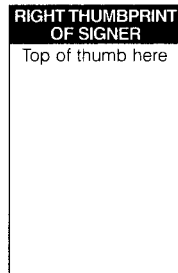
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

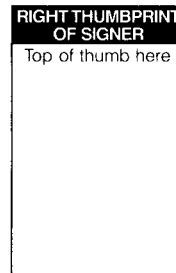
Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



Schedule I
to
Trademark Security Agreement
Trademark Registrations

REGISTERED TRADEMARKS

<u>Mark</u>	<u>Owned/ Licensed</u>	<u>Reg. Number</u>	<u>Date of Registration</u>	<u>Name and Address of Owner of Trademark</u>
SUBURBAN PROPANE	Owned	3358451	2/25/07	Suburban Propane, L.P. 240 Route 10 West, Whippany, NJ 07981
SUBURBAN PROPANE	Owned	3310575	10/16/07	Suburban Propane, L.P. 240 Route 10 West, Whippany, NJ 07981
SUBURBAN PROPANE	Owned	3310567	10/16/07	Suburban Propane, L.P. 240 Route 10 West, Whippany, NJ 07981
SUBURBAN PROPANE	Owned	3310566	10/16/07	Suburban Propane, L.P. 240 Route 10 West, Whippany, NJ 07981
GRILL ON!	Owned	2668867	12/31/02	Suburban Propane, L.P. 240 Route 10 West, Whippany, NJ 07981
GRILL ON!	Owned	2668862	12/31/02	Suburban Propane, L.P. 240 Route 10 West, Whippany, NJ 07981
SUBURBAN CYLINDER EXPRESS	Owned	2602224	7/30/02	Suburban Propane, L.P. 240 Route 10 West, Whippany, NJ 07981
GRILL ON! PROPANE TANKS THAT COME TO YOU RESIDENTIAL COMMERCIAL	Owned	3313128	10/16/07	Suburban Propane, L.P. 240 Route 10 West, Whippany, NJ 07981
SUBURBAN ENERGY SERVICES CHOICES. COMFORT. SATISFACTION	Owned	3177511	11/28/06	Suburban Propane, L.P. 240 Route 10 West, Whippany, NJ 07981
SUBURBAN ENERGY SERVICES	Owned	3187797	12/19/06	Suburban Propane, L.P. 240 Route 10 West, Whippany, NJ 07981
SUBURBAN FRANCHISING	Owned	2804496	1/13/04	Suburban Propane, L.P. 240 Route 10 West, Whippany, NJ 07981
CLEAR VALUE	Owned	2784819	11/18/03	Suburban Propane, L.P. 240 Route 10 West, Whippany, NJ 07981

<u>Mark</u>	<u>Owned/ Licensed</u>	<u>Reg. Number</u>	<u>Date of Registration</u>	<u>Name and Address of Owner of Trademark</u>
SUBURBAN FRANCHISING	Owned	2637164	10/15/02	Suburban Propane, L.P. 240 Route 10 West, Whippany, NJ 07981
SUBURBAN CYLINDER EXPRESS	Owned	2640907	10/22/02	Suburban Propane, L.P. 240 Route 10 West, Whippany, NJ 07981
SUBURBAN CYLINDER EXPRESS	Owned	2640906	10/22/02	Suburban Propane, L.P. 240 Route 10 West, Whippany, NJ 07981
SUBURBAN CYLINDER EXPRESS	Owned	2790194	12/9/03	Suburban Propane, L.P. 240 Route 10 West, Whippany, NJ 07981
GRILL ON!	Owned	2583713	6/18/02	Suburban Propane, L.P. 240 Route 10 West, Whippany, NJ 07981
SUBURBAN CYLINDER EXPRESS	Owned	2707670	4/15/03	Suburban Propane, L.P. 240 Route 10 West, Whippany, NJ 07981
SUBURBAN CYLINDER EXPRESS	Owned	77/769484	6/26/09	Suburban Propane, L.P. 240 Route 10 West, Whippany, NJ 07981
GRILL ON!	Owned	2583709	6/18/02	Suburban Propane, L.P. 240 Route 10 West, Whippany, NJ 07981
SUBURBAN@HOME HEATING COOLING	Owned	2721948	6/3/03	Suburban Propane, L.P. 240 Route 10 West, Whippany, NJ 07981
SUBURBAN@HOME HEATING COOLING	Owned	2687123	2/11/03	Suburban Propane, L.P. 240 Route 10 West, Whippany, NJ 07981
USA CYLINDER EXCHANGE	Owned	2565067	4/30/02	Suburban Propane, L.P. 240 Route 10 West, Whippany, NJ 07981
USA CYLINDER EXCHANGE	Owned	2610847	8/20/02	Suburban Propane, L.P. 240 Route 10 West, Whippany, NJ 07981
AGWAY	Owned	3172751	5/10/66	Suburban Propane, L.P. 240 Route 10 West, Whippany, NJ 07981
SUBURBAN @ HOME	Owned	2595215	7/16/02	Suburban Propane, L.P. 240 Route 10 West, Whippany, NJ 07981
MODERN TANK SERVICE	Owned	1835694	5/10/94	Suburban Propane, L.P. 240 Route 10 West, Whippany, NJ 07981

Schedule I to Trademark Security Agreement