

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Manufacturers and Traders Trust Company		01/20/2010	Banking Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Griffith Energy, Inc.		
Street Address:	760 Brooks Avenue		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14619		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2552581	GO GRIFFITH ENERGY	
Registration Number:	2139669	GRIFFITH GOLD	
Registration Number:	1474502	BURNWELL	
Registration Number:	1472796	BURNWELL	
Registration Number:	1474598	BURNWELL	
CORRESPONDENCE DATA			
Fax Number:	(212)492-0083		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2123733083		
Email:	zhilden@paulweiss.com, hranucci@paulweiss.com		
Correspondent Name:	Zoe Hilden		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	c/o Paul, Weiss, LLP		
Address Line 4:	New York, NEW YORK 10019-6064		

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TRADEMARK  
REEL: 004140 FRAME: 0331

ATTORNEY DOCKET NUMBER:	16299-016
NAME OF SUBMITTER:	Zoe Hilden
Signature:	/Zoe Hilden/
Date:	01/29/2010
Total Attachments: 3 source=M&T Security Release (Trademark)#page1.tif source=M&T Security Release (Trademark)#page2.tif source=M&T Security Release (Trademark)#page3.tif	

## SECURITY RELEASE

This TERMINATION OF TRADEMARK SECURITY INTEREST is executed this 20<sup>th</sup> day of January 2010, by Manufacturers and Traders Trust Company, the successor of the prior lien-holder, Merrill Lynch Capital of Chicago, Illinois, in its capacity as agent for the Lenders (as defined below) party to the Credit Agreement (as defined below) (in such capacity, the "Agent") to the benefit of Griffith Energy, Inc., a New York corporation, having a principal place of business of 760 Brooks Avenue, Rochester, New York 14619 (the "Grantor").

WHEREAS, on or about the 29<sup>th</sup> day of October, 2004, the Grantor and the Agent entered into a Trademark Security Agreement (the "Trademark Security Agreement") which secured a Credit Agreement of even date therewith between the Grantors and the Lender (as amended, restated or modified from time to time, the "Credit Agreement"); and

WHEREAS, all indebtedness of the Grantor to the Lenders under the Credit Agreement has been fully paid and discharged, and the parties desire to release the Trademark Security Agreement, security interests and all obligations of the Grantors therein and to reassign the Trademarks listed in Schedule A attached hereto and incorporated herein to the respective Grantor.

NOW, THEREFORE, for and in consideration of the above premises and the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows, with the intent to be legally bound:

1. Release. The Agent acknowledges and agrees that all Obligations (other than those Obligations which survive termination of the Credit Agreement) of the Grantor to the Lenders (as defined in the Credit Agreement) have been satisfied in full, and the Agent hereby releases and discharges any right, title or interest it was granted under the Trademark Security Agreement in and to the Trademarks listed in Schedule A hereto, and the right and license to make, use, sell and import under the Trademarks, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and related foreign rights (collectively, the "Trademarks").

2. Binding Effect. The benefit and burdens of this Termination of Trademark Security Interest shall inure to the benefit of and be binding upon the respective successor and permitted assigns of the parties.

3. Construction. The validity and interpretation of this Termination of Trademark Security Interest and the rights and obligations of the parties shall be governed by the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO TERMINATION OF TRADEMARK SECURITY INTEREST

IN WITNESS WHEREOF, the Agent has caused this Termination of Trademark Security Interest to be duly executed as of the date first set forth above.

Manufacturers and Traders Trust Company, as Agent  
for the Lenders

By: Brett Ramberg  
Title: Asst. VP

ACCEPTED AND ACKNOWLEDGED BY:

Griffith Energy, Inc.

By: Chris Modesti  
Name: Chris Modesti  
Title: CFO

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York )  
 ) ss.  
COUNTY OF Monroe )


On this 20<sup>th</sup> day of January, 2010 before me personally appeared Chris Modesti, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Griffith Energy, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Deborah A. Piferi  
{seal} Notary Public

DEBORAH A. PIPERNI  
Notary Public in the State of New York  
ONTARIO COUNTY  
Commission Expires Nov. 23, 2013

SCHEDULE A

U.S. Trademarks

MARK	REG. NO.
 GRIFFITH ENERGY	2,552,581
GRIFFITH GOLD	2,139,669
BURNWELL	1,474,502
BURNWELL	1,472,796
BURNWELL	1,474,598