TRADEMARK ASSIGNMENT

Electronic Version v1.1 03/16/2010
Stylesheet Version v1.1 900157193

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
True North Energy, LLC		03/08/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as agent
Street Address:	10 S. Dearborn Street, 34th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: USA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2425752	TRUE NORTH CONVENIENCE
Registration Number:	2434112	TRUE NORTH MARKETS
Registration Number:	2470268	TRUE NORTH STORES

CH $40.00 2425752

CORRESPONDENCE DATA

Fax Number: (312)258-5700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-258-5724
Email: cbollinger@schiffhardin.com
Correspondent Name: Chris L. Bollinger
Address Line 1: P.O. Box 06079
Address Line 2: Schiff Hardin LLp
Address Line 4: Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER:	06964-0108
NAME OF SUBMITTER:	Chris L. Bollinger

TO:CHRIS L. BOLLINGER COMPANY:P.O. BOX 08079

Signature:	/Chris L. Bollinger/
Date:	03/18/2010

Total Attachments: 6
source=3-18 - True North PDF TRADEMARK SECURITY AGMT MARCH 8 2010#page1.tif
source=3-18 - True North PDF TRADEMARK SECURITY AGMT MARCH 8 2010#page2.tif
source=3-18 - True North PDF TRADEMARK SECURITY AGMT MARCH 8 2010#page3.tif
source=3-18 - True North PDF TRADEMARK SECURITY AGMT MARCH 8 2010#page4.tif
source=3-18 - True North PDF TRADEMARK SECURITY AGMT MARCH 8 2010#page5.tif
source=3-18 - True North PDF TRADEMARK SECURITY AGMT MARCH 8 2010#page6.tif

EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 8, 2010, is made by TRUE NORTH ENERGY, LLC, a Delaware limited liability company (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (in such capacity, the "Administrative Agent") for the Lenders (as defined below).

RECITALS

WHEREAS, the Grantor has entered into a Credit Agreement dated as of March 8, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with the lenders party thereto (the "Lenders") and the Administrative Agent, pursuant to which the Lenders have agreed to make certain loans to the Grantor;

WHEREAS, the Grantor has entered into a Pledge and Security Agreement dated as of March 8, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Administrative Agent and the Lenders are secured; and

WHEREAS, pursuant to the terms of the Security Agreement, to secure the prompt and complete payment and performance of the Secured Obligations, the Grantor has granted to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders, a security interest in all of its right, title and interest in, to and under all personal property and other assets of the Grantor, including all Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders, a security interest in all of its right, title and interest in, to and under all of the following personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, the Grantor, and regardless of where located:

(1) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including, without limitation, each registrations and applications for registration thereof referred to in Schedule 1 annexed hereto;

(2) all licenses of the foregoing, whether as licensee or licensor;

(3) all renewals of the foregoing;

(4) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof;

(5) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and

(6) all rights corresponding to any of the foregoing throughout the world (items 1 through 6 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of itself and the Lenders, pursuant to the Security Agreement and subject to limitations set forth therein. Each of the Grantor and the Administrative Agent hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

[signature page follows]

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

TRUE NORTH ENERGY, LLC
By: The Lyden Company, its Member

By: _____
Name: W.G. Lyden III
Title: Chief Executive Officer

Acknowledged and agreed to:

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: _____
Name: _____
Title: _____

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

TRUE NORTH ENERGY, LLC
By: The Lyden Company, its Member

By:_____
Name: W.G. Lyden III
Title: Chief Executive Officer

Acknowledged and agreed to:

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By:_____
Name:_____
Title:_____

STATE OF Ohio)
) ss
COUNTY OF Lucas)

On this 2nd day of March, 2010, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of The Lyden Company, a member of True North Energy, LLC, and which executed the above instrument; and that he signed his name thereto by authority of the duly authorized representatives of the members of True North Energy, LLC.

Karen S. Warner
Notary Public

KAREN S. WARNER
Notary Public, State of Ohio
My Commission Expires 06-04-2011

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Trademark	Registration Number	Registration Date
True North Convenience	2425752	January 30, 2001
True North Markets	2434112	March 6, 2001
True North Stores	2470288	July 17, 2001