

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
HEARTLAND PETROLEUM, LLC		07/30/2010	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION		
Street Address:	800 NICOLLET MALL		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3754023	HEARTLAND PETROLEUM	
CORRESPONDENCE DATA			
Fax Number:	(612)359-7602		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-359-7645		
Email:	GLIPP@FWHTLAW.COM		
Correspondent Name:	GLENDA M. LIPP, C/O FABYANSKE LAW FIRM		
Address Line 1:	800 LASALLE AVENUE		
Address Line 2:	SUITE 1900		
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402		
NAME OF SUBMITTER:	GLENDA LIPP		
Signature:	/GLENDA LIPP/		
Date:	08/10/2010		

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Total Attachments: 25

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NOTICE OF SECURITY INTEREST

United States Patent Office:

Please be advised that pursuant to a Security Agreement dated as of July 30, 2010 (the "Security Agreement") by HEARTLAND PETROLEUM, LLC, an Ohio limited liability company, having a place of business at c/o Warren Distribution, Inc., 727 South 13th Street, Omaha, NE 68102 ("Grantor"), for the benefit of U. S. BANK NATIONAL ASSOCIATION, a national banking association having a place of business at 800 Nicollet Mall, BC-MN-H04B, Minneapolis, MN 55402-7020, ("Secured Party"), Grantor has granted to Secured Party a continuing security interest in, and a continuing lien upon, all of the trademarks and trademark applications described below:

TRADEMARKS

See Part I of Exhibit A attached hereto and incorporated herein by reference.

TRADEMARK APPLICATIONS

See Part II of Exhibit A attached hereto and incorporated herein by reference.

Secured Party's security interest in the described trademarks and trademark applications can be terminated only in accordance with the terms of the Security Agreement.

HEARTLAND PETROLEUM, LLC

By: HEARTLAND GROUP HOLDINGS, LLC
Its: Sole Member

By: Charles P. Downey
Name: Charles P. Downey
Title: Vice Chairman

Subscribed and sworn to before me
this 28 day of July, 2010.

Deborah Sherman

Notary Public

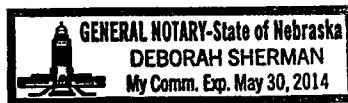


EXHIBIT A

TRADEMARKS AND TRADEMARK APPLICATIONS

PART I. TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Heartland Petroleum	3754023	March 20, 2010

PART II. TRADEMARK APPLICATIONS

None.

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement"), dated as of July 30, 2010, between U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Bank"), and HEARTLAND PETROLEUM, LLC, a Ohio limited liability company ("Grantor"), is as follows:

1. DEFINITIONS.

1.1 Financing Agreement. Any capitalized term used but not defined herein shall have the meaning ascribed thereto in that Credit and Security Agreement, dated as of May 24, 1999, between WARREN DISTRIBUTION, INC., a Nebraska corporation (the "Borrower"), and the Bank, as amended to date (as so amended and as it may be further amended, modified, supplemented or restated from time to time, the "Financing Agreement").

1.2 Defined Terms. In addition to the other terms defined in this Agreement, whenever the following capitalized terms (whether or not underscored) are used, they shall be defined as follows:

"Code" means the Uniform Commercial Code, as enacted in the State of Minnesota, Section 336.9-101 et. seq., as amended from time to time.

"Collateral" means all of Grantor's rights, titles and interests in and to all of Grantor's assets and property, tangible and intangible, real and personal, including:

(i) all of Grantor's accounts, chattel paper, deposit accounts, documents, equipment, fixtures, instruments, inventory, investment property, general intangibles, goods, and letter-of-credit rights;

(ii) all of Grantor's rights, titles and interests in and to the commercial tort claims listed, or required to be listed, in Exhibit 5.7 to this Agreement;

(iii) without limiting the description of the property or any rights or interests in the property described above in this definition of Collateral, all of Grantor's rights, titles and interests in and to (a) all of Grantor's money, cash, and other funds; (b) all attachments, accessions, parts and appurtenances to, all substitutions for, and all replacements of any and all of Grantor's equipment, fixtures and other goods; (c) all of Grantor's agreements, as-extracted collateral, tangible chattel paper, electronic chattel paper, health-care-insurance receivables, leases, lease contracts, lease agreements, payment intangibles, proceeds of letters of credit, promissory notes, records, and software; and (d) all of Grantor's franchises, customer lists, insurance refunds, insurance refund claims, tax refunds, tax refund claims, pension plan refunds, pension plan

reversions, patents, patent applications, service marks, service mark applications, trademarks, trademark applications, trade names, trade secrets, goodwill, copyrights, copyright applications, and licenses;

(iv) all supporting obligations;

(v) all of the products and proceeds of all of the foregoing described property and interests in property, including cash proceeds and noncash proceeds, and including proceeds of any insurance, whether in the form of original collateral or any of the property or rights or interests in property described above in this definition of Collateral; and

(vi) all of the foregoing, whether now owned or existing or hereafter acquired or arising, or in which Grantor now has or hereafter acquires any rights, titles or interests.

“Obligations” means the “Obligations” defined in the Financing Agreement and all of the liabilities, obligations and indebtedness of the Grantor to the Bank, or any Affiliate, of any kind or nature, however created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing or due or to become due, and including, without limitation, (a) the Grantor’s obligations under the Loan Documents, including obligations of performance, and (b) interest, charges, expenses, Attorneys' Fees and other sums chargeable to the Grantor by the Bank under the Loan Documents. "Obligations" shall also include any and all amendments, extensions, renewals, refundings or refinancings of any of the foregoing.

1.3 Other Definitional Provisions; Construction. Unless otherwise specified,

(i) As used in this Agreement, accounting terms relating to Grantor not defined in this Agreement have the respective meanings given to them in accordance with GAAP.

(ii) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All Exhibits and Schedules attached to this Agreement are incorporated into, made and form an integral part of, this Agreement for all purposes.

(iii) “Hereunder,” “herein,” “hereto,” “this Agreement” and words of similar import refer to this entire document; “including” is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Grantor is to be taken promptly, unless the context clearly indicates the contrary.

(iv) All of the uncapitalized terms contained in this Agreement which are now or hereafter defined under the Code will, unless the context indicates otherwise, have the meanings provided for now or hereafter in the Code.

2. GRANT OF SECURITY INTEREST; SET-OFF AND RELATED MATTERS.

2.1 Security Interest. As security for the full, prompt and complete payment and performance by Grantor of the Obligations, Grantor hereby grants to, and creates in favor of, Bank a continuing security interest in, and Lien on, all of the Collateral.

2.2 Set-Off. All cash, moneys, investment property and other properties of Grantor and the proceeds thereof now or hereafter held or received by Bank from or for the account of Grantor, including any and all deposits (general or special), account balances and credits of Grantor with Bank or any Affiliate of Bank at any time existing, (i) are part of the Collateral, (ii) will be held as security for the Obligations, and (iii) may be set-off and applied against any or all Obligations at any time following the occurrence of an Event of Default, and Bank has the right at any time following an Event of Default to refuse to allow withdrawals from any account of Grantor. Grantor authorizes Bank's Affiliates to pay or to deliver to Bank any deposits or other sums credited by, or due from, Bank's Affiliates to Grantor for application against any or all Obligations, at any time upon the occurrence of any Event of Default, all without further notice to Grantor (such notice being expressly waived) and without any necessity on Bank's part to resort to other security or sources of reimbursement for the Obligations; however, nothing in this Section 2.2 will impair or affect Bank's rights under Section 3 of the Guaranty made by Grantor in favor of the Bank. The rights given to Bank hereunder are cumulative with Bank's other rights and remedies, including other rights of setoff. Bank will promptly notify Grantor of Bank's receipt of such funds for application against the Obligations, but Bank's failure to do so will not affect the validity or enforceability thereof. Bank may give notice of the above grant of a security interest in, and assignment of, such deposits and other sums to any Affiliate of Bank. Bank has authorization to, and may make any suitable arrangements with, any Affiliate of Bank for effectuation thereof, and Grantor hereby irrevocably appoints Bank as its attorney-in-fact to collect any and all such deposits or other sums to the extent any such payment is not made to Bank by any Affiliate of Bank.

3. PERFECTION OF BANK'S SECURITY INTEREST; DUTY OF CARE.

3.1 Required Grantor Actions. Until the termination of this Agreement, Grantor shall perform any and all steps and take all actions requested by Bank from time to time to perfect, maintain, protect, and enforce Bank's security interest in, and Lien on, the Collateral, including (i) executing and delivering all appropriate documents and instruments as Bank may determine are necessary or desirable to perfect, preserve, or enforce Bank's interest in the Collateral, including financing statements, all in form and substance satisfactory to Bank, (ii) delivering to Bank any warehouse receipts or other documents of title covering that portion of the Collateral which, with Bank's consent, may be located in warehouses and in respect of which warehouse receipts are issued, (iii) upon the occurrence and the continuance of any Event of Default, transferring inventory to warehouses approved by Bank, (iv) placing notations on Grantor's books of account to disclose Bank's security interest and Lien therein, and taking such other steps and actions as deemed necessary or desirable by Bank to perfect and enforce Bank's security interest in, and Lien on, and other rights and interests in, the Collateral.

3.2 Financing Statements; Notices. Grantor hereby irrevocably authorizes Bank at any time and from time to time to file in any filing office in any jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of Grantor, whether now owned or hereafter acquired or arising, and all proceeds and products thereof, (ii) as being of an equal or lesser scope or with greater detail, and (b) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code or such other jurisdiction for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Grantor is an organization, the type of organization and any organizational identification number issued to Grantor. Grantor hereby irrevocably authorizes Bank at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Grantor as debtor and Bank as secured party. Grantor agrees to furnish any such information to Bank promptly upon request. At Bank's request, Grantor will execute notices appropriate under any applicable requirements of law that Bank deems desirable to evidence, perfect, or protect its security interest in and other Liens on the Collateral in such form(s) as are satisfactory to Bank. Grantor will pay the cost of filing all financing statements and other notices in all public offices where filing is deemed by Bank to be necessary or desirable to perfect, protect or enforce the security interest and Lien granted to Bank hereunder. A carbon, photographic, photostatic or other reproduction of this Agreement or of a financing statement is sufficient as a financing statement. Bank is hereby authorized to give notice to any creditor, landlord or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or enforce the security interest and Lien granted to Bank in the Collateral.

3.3 Bailees; Consignees; Warehousemen. If any Collateral is in the possession or control of any warehouseman or any of Grantor's consignees, agents, processors, customers or other bailees, Grantor shall notify such warehousemen, consignee, agents, processors, customers or other bailees of Bank's security interest and Lien therein, and upon Bank's request, Grantor will obtain a bailee letter agreement and financing statements acceptable to Bank from such warehousemen, consignees, agents, processors, customers or other bailees, pursuant to which each such warehousemen, consignee, agent, processor, customer or other bailee acknowledges in an authenticated record that such Person is holding the Collateral for Bank's benefit, and such documentation from any secured creditor or lessor of such Person as Bank may request.

3.4 Impositions; Protection of Bank's Interests. To protect, perfect, or enforce, from time to time, Bank's rights or interests in the Collateral, Bank may, in its discretion (but without any obligation to do so), (i) discharge any Liens at any time levied or placed on the Collateral, (ii) pay any insurance to the extent Grantor has failed to timely pay the same, (iii) maintain guards where any Collateral is located if an Event of Default has occurred and is continuing, and (iv) obtain any record from any service bureau and pay such service bureau the cost thereof. All costs and expenses incurred by Bank in exercising its discretion under this Section 3.4 will be part of the Obligations, payable on Bank's demand and secured by the Loan Collateral.

3.5 Bank's Duty of Care. Bank shall have no duty of care with respect to the Collateral except that Bank shall exercise reasonable care with respect to the Collateral in Bank's custody. Bank shall be deemed to have exercised reasonable care if (i) such property is accorded treatment substantially equal to that which Bank accords its own property or (ii) Bank takes such

action with respect to the Collateral as Grantor shall reasonably request in writing. Bank will not be deemed to have, and nothing in this Section 3.5 may be construed to deem that Bank has, failed to exercise reasonable care in the custody or preservation of Collateral in its possession merely because either (a) Bank failed to comply with any request of Grantor or (b) Bank failed to take steps to preserve rights against any Persons in such property. Grantor agrees that Bank has no obligation to take steps to preserve rights against any prior parties.

3.6 Verification. At any time and from time to time, Bank, in its own name or in the name of others, may periodically communicate with Grantor's account debtors, customers and other obligors to verify with them, to Bank's satisfaction, the existence, amount and terms of any sums owed by such account debtors, customers or other obligors to Grantor and the nature of any such account debtor's, customer's or other obligor's relationship with Grantor.

3.7 Equipment. Grantor will, on Bank's request, deliver to Bank any and all evidences of ownership of the equipment, including any certificates of title and applications for title pertaining to Grantor's motor vehicles, so that Bank may cause its security interest and Lien to be noted on such certificates of title.

3.8 Control Agreement. With respect to any of the Collateral for which control of such Collateral is a method of perfection under the Uniform Commercial Code, including all of Grantor's rights, titles and interests in deposit accounts, investment property, electronic chattel paper and letter-of-credit rights, and without limiting the obligations of Grantor under the provisions of 3.9, 3.10, and 3.11, Grantor will, on Bank's request, cause to be executed by each Person that Bank determines is appropriate, a control agreement in a form acceptable to Bank.

3.9 Promissory Notes and Tangible Chattel Paper. If Grantor shall at any time hold or acquire any promissory notes or tangible chattel paper, Grantor shall forthwith endorse, assign and deliver the same to Bank, accompanied by such instruments of transfer or assignment duly executed in blank as Bank may from time to time specify.

3.10. Electronic Chattel Paper and Transferable Records. If Grantor at any time holds or acquires an interest in any electronic chattel paper or any "transferable record," as that term is defined in Section 201 of the Federal Electronic Signatures in Global and National Commerce Act, or in §16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, Grantor shall promptly notify Bank thereof and, at the request and option of Bank, shall take such action as Bank may reasonably request to vest in Bank control, under §9-105 of the Uniform Commercial Code, of such electronic chattel paper or control under Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or, as the case may be, §16 of the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record.

3.11. Letter-of-Credit Rights. If Grantor is at any time a beneficiary under a letter of credit now or hereafter, Grantor shall promptly notify Bank thereof and, at the request and option of Bank, Grantor shall, pursuant to an agreement in form and substance satisfactory to Bank, either, at the option of Bank, (i) arrange for the issuer and any confirmer or other nominated person of such letter of credit to consent to an assignment to Bank of the proceeds of the letter of credit or (ii) arrange for Bank to become the beneficiary of the letter of credit, with Bank

agreeing, in each case, that the proceeds of the letter of credit are to be applied as provided in the Financing Agreement.

3.12. Commercial Tort Claims. If Grantor shall at any time hold or acquire a commercial tort claim, Grantor shall immediately notify Bank in a writing signed by Grantor of the particulars thereof and grant to Bank in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to Bank.

4. POWER OF ATTORNEY.

4.1 Grant of Power. Grantor does hereby make, constitute and appoint Bank (or any officer or agent of Bank) as Grantor's true and lawful attorney-in-fact, with full power of substitution, in the name of Grantor or in the name of Bank or otherwise, for the use and benefit of Bank, but at the cost and expense of Grantor, (i) to endorse the name of Grantor on any instruments, notes, checks, drafts, money orders, or other media of payment (including payments payable under any policy of insurance on the Collateral) or Collateral that may come into the possession of Bank or any Affiliate of Bank in full or part payment of any of the Obligations; (ii) upon the occurrence and during the continuance of any Event of Default, to sign and indorse the name of Grantor on any invoice, freight or express bill, bill of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications and notices in connection with any Collateral, and any instrument or document relating thereto or to any of Grantor's rights therein; (iii) to file financing statements pursuant to the Uniform Commercial Code and other notices appropriate under applicable law as Bank deems necessary to perfect, preserve, and protect Bank's rights and interests under this Agreement; (iv) after an Event of Default has occurred and is continuing, to obtain the insurance referred to in Section 5.6 of the Financing Agreement and indorse any drafts and cancel any insurance so obtained by Bank; (v) after an Event of Default has occurred and is continuing, to give written notice to the United States Post Office to effect change(s) of address so that all mail addressed to Grantor may be delivered directly to Bank; and (vi) to do any and all things necessary or desirable to perfect Bank's security interest in, and Lien on, and other rights and interests in, the Collateral, to preserve and protect the Collateral and to otherwise carry out this Agreement.

4.2 Duration; Ratification of Acts. This power of attorney, being coupled with an interest, will be irrevocable for the term of this Agreement and all transactions under this Agreement and thereafter so long as any of the Obligations remain in existence. Grantor ratifies and approves all acts of such attorney, and neither Bank nor its attorney will be liable for any acts or omissions or for any error of judgment or mistake of fact or law. Grantor will execute and deliver promptly to Bank all instruments necessary or desirable, as determined in Bank's discretion, to further Bank's exercise of the rights and powers granted it in this Section 4.

5. WARRANTIES AND REPRESENTATIONS. To induce Bank to make the Loan and other extensions of credit pursuant to the Loan Documents, Grantor represents to Bank that the following statements are, and will continue throughout the term of this Agreement to be, true:

5.1 Jurisdiction of Organization; Places of Business, etc. Grantor's (i) jurisdiction of organization is the jurisdiction identified on Exhibit 5.1, (ii) exact legal name is as set forth in the

first paragraph of this Agreement (as may be updated from time to time as provided in Section 6.2), (iii) chief executive office and principal place of business are set forth on Exhibit 5.1 (as may be updated from time to time as provided in Section 6.2), (iv) offices or locations where Grantor keeps the Collateral (except for inventory in transit) or conducts any of its business are listed on Exhibit 5.1 (as may be updated from time to time as provided in Section 6.2), (v) federal tax identification number is identified on Exhibit 5.1, and (vi) organizational identification number in its jurisdiction of organization is identified on Exhibit 5.1.

5.2 Prior Locations Of Collateral. Except for inventory in transit, none of the inventory or equipment constituting part of the Collateral has been at, or has been removed from, any location during the five year period preceding the date of this Agreement other than those locations set forth on Exhibit 5.1.

5.3 Names. All trade names, assumed names, fictitious names and other names used by Grantor during the five year period preceding the date of this Agreement are set forth on Exhibit 5.3, and Grantor has not, during the preceding 5 year period, except as may be set forth on Exhibit 5.3, acquired any of its assets in any bulk transfer.

5.4 Investment Property. Except as set forth on Exhibit 5.4, Grantor has no rights, titles or interests in, or with respect to, any investment property.

5.5 Letter-of-Credit Rights. Except as set forth on Exhibit 5.5, Grantor has no rights, titles or interests in, or with respect to, any letters of credit.

5.6 Electronic Chattel Paper. Except as set forth on Exhibit 5.6, Grantor has no rights, titles or interests in, or with respect to, any electronic chattel paper.

5.7 Commercial Tort Claims. Except as set forth on Exhibit 5.7, Grantor has no rights, titles or interests in, or with respect to, any commercial tort claims.

5.8 Instruments. Except as set forth on Exhibit 5.8, Grantor has no rights, titles or interests in, or with respect to, any instruments, including promissory notes.

5.9 State of Title. Grantor has good and indefeasible title to, and ownership of, the Collateral, free and clear of all Liens.

5.10 Priority. Bank has a first priority security interest in, and Lien on, the Collateral.

6. COLLATERAL COVENANTS. Until the Obligations are fully paid, performed and satisfied and this Agreement is terminated, Grantor will:

6.1 Claims Against Collateral. Maintain the Collateral, as the same is constituted from time to time, free and clear of all Liens, and Grantor will defend or cause to be defended the Collateral against all of the claims and demands of all Persons whomsoever.

6.2 Notice of Change in Place of Business; Names, etc. (i) Give Bank, and Bank's counsel, Fabyanske, Westra, Hart, Thomson, P.A., 800 LaSalle Avenue, Suite 1900, Minneapolis, Minnesota 55402, Attention: Jeremiah J. Kearney, at least 30 Business Days advance notice in writing of any change in Grantor's (a) chief executive office, principal place of business, or other places of business, or the opening of any new places of business, (b) exact legal name as set forth in the first paragraph of this Agreement, (c) names from those set forth on Exhibit 5.3, or (d) the adoption by Grantor of trade names, assumed names or fictitious names and (ii) not, without the prior written consent of Bank, change Grantor's jurisdiction of organization.

6.3 Notice of Governmental or Foreign Accounts. Promptly notify Bank in writing of any contract with respect to which the account debtor is (i) the United States of America or any state, city, county or other governmental authority or any department, agency or instrumentality of any of them, or any foreign government or instrumentality thereof or (ii) a business which is located in a foreign country.

6.4 Notice of Adverse Information. Immediately notify Bank in writing of any information which Grantor has or may receive with respect to the Collateral which may with reasonable certainty materially and adversely affect the value thereof or the rights of Bank with respect thereto.

6.5 Equipment. Maintain the equipment in good operating condition and repair, ordinary wear and tear excepted, make all necessary replacements thereof so that the value and operating efficiency thereof shall at all times be maintained and preserved, and promptly inform Bank of any additions to or, subject to the terms of the Financing Agreement, deletions from the equipment. Grantor will not permit any of the equipment to become a fixture to real property not mortgaged to Bank or an accession to other personal property not constituting part of the Collateral.

6.6 Inventory. Maintain the inventory in good and salable condition and will handle, maintain and store the inventory in a safe and careful manner in accordance with all applicable laws, rules, regulations, ordinances and governmental orders.

6.7 Insurance. Insure the Collateral in accordance with the terms of Section 5.6 of the Financing Agreement as if the Grantor were the "Borrower" party thereto.

6.8 Removal of Collateral. Not remove any of the Collateral (except for inventory in transit) from the locations set forth in Exhibit 5.1 of this Agreement or keep any of the Collateral (except for inventory in transit) at any other office or location without giving Bank and Bank's counsel, as set forth in Section 6.2, at least 30 Business Days prior notice of such action and complying with the other terms of this Agreement; provided that such location is within the continental United States.

6.9 No Liens. Not create or permit to be created or to exist any Lien on any of the Collateral.

7. TERM. Subject to Section 11.6 below, this Agreement will terminate on the later to occur of (i) the full and indefeasible performance, payment and satisfaction of the Obligations or (ii) the termination of the Financing Agreement.

8. BANK'S RIGHTS AND REMEDIES.

8.1 Remedies. (i) On the occurrence of an Event of Default and after the lapse of any applicable period of cure provided in Section 7.1 of the Financing Agreement, Bank may immediately, at any time, while such Event of Default is continuing, take any one or more of the following actions, without notice, demand or legal process of any kind (except as may be required by law), all of which Grantor waives to the fullest extent permitted by law:

(a) proceed to enforce payment of the Obligations and to exercise all of the rights and remedies afforded to Bank by the Code, the Uniform Commercial Code as in effect in any jurisdiction, under the terms of the Loan Documents and by law and in equity provided, including those set forth below in this Section 8.1;

(b) take possession of the Collateral and maintain such possession on Grantor's premises at no cost to Bank, or remove the Collateral, or any part thereof, to such other place(s) as Bank may desire;

(c) enter on any premises on which the Collateral, or any part or records thereof, may be situated and remove the same therefrom, for which action Grantor will not assert against Bank any claim for trespass, breach of the peace or similar claim and Grantor will not hinder Bank's efforts to effect such removal;

(d) require Grantor, at its cost, to assemble the Collateral and make it available at a place designated by Bank;

(e) collect, compromise, take, sell or otherwise deal with the Collateral and proceeds thereof in its own name or in the name of Grantor, including (1) bringing suit on any one or more of the accounts, chattel paper, instruments, documents, leases or other agreements (collectively, "Contracts") in the name of Grantor or Bank, and exercise all such other rights respecting the Contracts, in the name of Grantor or Bank, including the right to accelerate or extend the time of payment, settle, release in whole or in part any amounts owing on any Contract and issue credits in the name of Grantor or Bank, and including proceeding against any collateral or security provided in respect of any Contract and (2) bringing suit on any one or more of the general intangibles, in the name of Grantor or Bank, and exercise all such other rights respecting the general intangibles, including the right to accelerate or extend the time of payment, settle, release in whole or in part any amounts owing on any general intangible and issue credits in the name of Grantor or Bank, and including proceeding against any collateral or security provided in respect of any general intangible;

(f) sell part or all of the Collateral at public or private sale(s), for cash, upon credit or otherwise, at such prices and upon such terms as Bank deems advisable, at Bank's discretion, and Bank may, if Bank deems it reasonable, postpone or adjourn any sale of the Collateral from time to time by an announcement at the time and place of sale or by announcement at the time and place of such postponed or adjourned sale, without being required to give a new notice of sale. Bank shall not be obligated to make any sale of the Collateral regardless of notice of sale having been given;

(g) to the extent Bank has not so acted or is currently so acting pursuant to the other terms of this Agreement, notify Grantor's customers, account debtors and any other Persons (1) obligated on the Collateral to make payment or otherwise render performance to or for the benefit of Bank and (2) that, without limiting the generality of clause (1), the Contracts and general intangibles have been assigned to Bank and that payments should be made directly to Bank;

(h) require Grantor, using such form as Bank may approve, to notify Grantor's customers, account debtors and any other Persons, and to indicate on all of Grantor's correspondence to such customers, account debtors and other Persons, that the Contracts and general intangibles must be paid to Bank directly;

(i) sign any indorsements, assignments or other writings of conveyance or transfer in connection with any disposition of the Collateral;

(j) sell, assign, transfer or otherwise dispose of all or any part of the Collateral in any manner permitted by law and do any other thing and exercise any other right or remedy which Bank may, with or without judicial process, do or exercise under applicable law, and in any such sale Bank may sell, assign, transfer or otherwise dispose of all or any part of the Collateral without giving any warranties and Bank may specifically disclaim any warranties of title and the like;

(k) apply for and have a receiver appointed under state or federal law by a court of competent jurisdiction in any action taken by Bank to enforce its rights and remedies under this Agreement and, as applicable, the other Loan Documents in order to manage, protect, preserve, and sell and otherwise dispose of all or any portion of the Collateral and continue the operation of the business of Grantor, and to collect all revenues and profits thereof and apply the same to the payment of all expenses and other charges of such receivership, including the compensation of the receiver, and to the payment of the Obligations until a sale or other disposition of such Collateral is finally made and consummated;

(l) enforce the obligations of an account debtor or other Person obligated on collateral and exercise the rights of the Grantor with respect to the obligation of the account debtor or other Person obligated on Collateral to make payment or otherwise render performance to Grantor, and with respect to any

property that secures the obligations of the account debtor or other Person obligated on Collateral, in any case directly or through collection agencies or other collection specialists; and

(m) without limiting the provisions of Section 2.2, apply (or instruct another Person to apply) to the Obligations the balance of any deposit account that is part of the Collateral.

(ii) Grantor acknowledges that portions of the Collateral could be difficult to preserve and dispose of and be further subject to complex maintenance and management. Accordingly, Bank, in exercising its rights under this Section 8.1, shall have the widest possible latitude to preserve and protect the Collateral and Bank's security interest in and Lien thereon. Moreover, Grantor acknowledges and agrees that Bank shall have no obligation to, and Grantor hereby waives to the fullest extent permitted by law any right that it may have to require Bank to, (a) clean up or otherwise prepare any of the Collateral for sale, (b) pursue any Person to collect any of the Obligations or (c) exercise collection remedies against any Persons obligated on the Collateral. Bank's compliance with applicable local, state or federal law requirements, in addition to those imposed by the UCC, in connection with a disposition of any or all of the Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Collateral under the UCC.

8.2 Notice of Disposition; Allocations. If any notice is required by law to effectuate any sale or other disposition of the Collateral, (i) Bank will give Grantor written notice of the time and place of any public sale or of the time after which any private sale or other intended disposition thereof will be made, and at any such public or private sale, Bank may purchase all or any of the Collateral; and (ii) Bank and Grantor agree that such notice will not be unreasonable as to time if given in compliance with this Agreement ten days prior to any sale or other disposition. The proceeds of the sale will be applied first to all costs and expenses of such sale including Attorneys' Fees and other costs and expenses, and second to the payment of all Obligations in the manner and order determined by Bank in its discretion. Grantor shall remain liable to Bank for any deficiency. Unless otherwise directed by law, Bank will return any excess to Grantor.

8.3 Payment of Expenses. Grantor shall pay to Bank, on its demand, all costs and expenses, including court costs, Attorneys' Fees and costs of sale, incurred by Bank in exercising any of its rights or remedies hereunder, all of which constitute part of the Obligations and are secured by the Loan Collateral.

9. INDEMNIFICATION. In consideration of the execution and delivery of the Financing Agreement and the making of any Loan to Grantor, Grantor will indemnify and hold Bank and Bank's directors, Affiliates, and agents (for the purposes of this Section 9 each is an "Indemnified Party") harmless from and against any and all claims, losses, obligations and liabilities arising out of or resulting from any or all of (i) this Agreement and (ii) the transactions contemplated by this Agreement (including enforcement of this Agreement), except for claims, losses or liabilities to the extent resulting from an Indemnified Party's gross negligence or willful

misconduct. The indemnification provided for in this Section 9 is in addition to, and not in limitation of, any other indemnification or insurance provided by Grantor to Bank.

10. NOTICE. Any notice, certificate, request, notification and other communication required, permitted or contemplated hereunder must be in writing and given in accordance with the Financing Agreement.

11. GENERAL.

11. GENERAL.

11.1 Severability. If any term of this Agreement is found invalid under Minnesota law or other laws of mandatory application by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining terms of this Agreement.

11.2 GOVERNING LAW. THIS AGREEMENT HAS BEEN DELIVERED AND ACCEPTED AT AND SHALL BE DEEMED TO HAVE BEEN MADE AT MINNEAPOLIS, MINNESOTA. THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF MINNESOTA (WITHOUT REGARD TO MINNESOTA CONFLICTS OF LAW PRINCIPLES).

11.3 WAIVER OF JURISDICTION. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR BANK TO ENTER INTO THIS AGREEMENT AND EXTEND CREDIT TO GRANTOR, GRANTOR AND BANK AGREE THAT ANY ACTION, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT, ITS VALIDITY OR PERFORMANCE AND WITHOUT LIMITATION ON THE ABILITY OF BANK, ITS SUCCESSORS AND ASSIGNS, TO INITIATE AND PROSECUTE IN ANY APPLICABLE JURISDICTION ACTIONS RELATED TO THE REPAYMENT AND COLLECTION OF THE OBLIGATIONS AND THE EXERCISE OF ALL OF BANK'S RIGHTS AGAINST GRANTOR WITH RESPECT THERETO AND ANY SECURITY OR PROPERTY OF GRANTOR, INCLUDING DISPOSITIONS OF THE COLLATERAL, SHALL BE INITIATED AND PROSECUTED AS TO ALL PARTIES AND THEIR SUCCESSORS AND ASSIGNS AT MINNEAPOLIS, MINNESOTA EXCEPT TO THE EXTENT THAT, BY REASON OF MANDATORY PROVISIONS OF LAW, ANY REMEDIES WITH RESPECT TO, THE BANK'S SECURITY INTEREST IN ANY COLLATERAL IS REQUIRED TO BE PROSECUTED IN A JURISDICTION OTHER THAN THE STATE OF MINNESOTA. BANK AND GRANTOR EACH CONSENTS TO AND SUBMITS TO THE EXERCISE OF JURISDICTION OVER ITS PERSON BY ANY COURT SITUATED AT MINNEAPOLIS, MINNESOTA HAVING JURISDICTION OVER THE SUBJECT MATTER, AND CONSENTS THAT ALL SERVICE OF PROCESS BE MADE BY CERTIFIED MAIL DIRECTED TO GRANTOR AT ITS ADDRESS SET FORTH IN THE GUARANTY AND BANK AT ITS ADDRESS SET FORTH IN THE FINANCING AGREEMENT OR AS OTHERWISE PROVIDED UNDER THE LAWS OF THE STATE OF MINNESOTA. GRANTOR WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS, AND ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED

HEREUNDER, AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT.

11.4 Survival and Continuation of Representations and Warranties. All of Grantor's representations and warranties contained in this Agreement shall (i) survive the execution, delivery and acceptance hereof by the parties hereto and the closing of the transactions described herein or related hereto and (ii) remain true until the Obligations are fully performed, paid and satisfied and are made by Grantor with the same effect as though the representations and warranties had been made again on, and as of, each day of the term of this Agreement, subject to such changes as may not be prohibited hereby, do not constitute Events of Default, and have been consented to by Bank in writing.

11.5 Bank's Additional Rights Regarding Collateral. All of the Obligations shall constitute one obligation secured by all of the Collateral. In addition to Bank's other rights and remedies under the Loan Documents, Bank may, in its discretion exercised in good faith, following the occurrence and during the continuance of any Event of Default: (i) exchange, enforce, waive or release any of the Collateral or portion thereof, (ii) apply the proceeds of the Collateral against the Obligations and direct the order or manner of the liquidation thereof (including any sale or other disposition), as Bank may, from time to time, in each instance determine, and (iii) settle, compromise, collect or otherwise liquidate any such security in any manner without affecting or impairing its right to take any other further action with respect to any security or any part thereof.

11.6 Application of Payments; Revival of Obligations. Bank shall have the continuing right to apply or reverse and reapply any payments to any portion of the Obligations. To the extent Grantor makes a payment or payments to Bank or Bank receives any payment or proceeds of the Collateral or any other security for Grantor's benefit, which payment(s) or proceeds or any part thereof are subsequently voided, invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any bankruptcy act, state or federal law, common law or equitable cause, then, to the extent of such payment(s) or proceeds received, the Obligations or part thereof intended to be satisfied shall be revived and shall continue in full force and effect, as if such payment(s) or proceeds had not been received by Bank.

11.7 Additional Waivers by Grantor. Grantor waives presentment and protest of any instrument and notice thereof, and, except as expressly provided in the Loan Documents, demand, notice of default and all other notices to which Grantor might otherwise be entitled. Grantor shall also assert no claim against Bank on any theory of liability for consequential, special, indirect or punitive damages.

11.8 Equitable Relief. Grantor recognizes that, in the event Grantor fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, any remedy of law may prove to be inadequate relief to Bank; therefore, Grantor agrees that Bank, if Bank so requests, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

11.9 Entire Agreement; Counterparts; Fax Signatures. This Agreement and the other Loan Documents set forth the entire agreement of the parties with respect to subject matter of this Agreement and supersede all previous understandings, written or oral, in respect thereof. Any request from time to time by Grantor for Bank's consent under any provision in the Loan Documents must be in writing, and any consent to be provided by Bank under the Loan Documents from time to time must be in writing in order to be binding on Bank; *however*, Bank will have no obligation to provide any consent requested by Grantor, and Bank may, for any reason in its discretion exercised in good faith, elect to withhold the requested consent. Two or more duplicate originals of this Agreement may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument. Any documents delivered by, or on behalf of, Grantor by fax transmission (i) may be relied on by Bank as if the document were a manually signed original and (ii) will be binding on Grantor for all purposes of the Loan Documents.

11.10 Headings. Section headings in this Agreement are included for convenience of reference only and shall not relate to the interpretation or construction of this Agreement.

11.11 Cumulative Remedies. The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Bank does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy.

11.12 Waivers and Amendments in Writing. Failure by Bank to exercise any right, remedy or option under this Agreement or in any Loan Documents or delay by Bank in exercising the same shall not operate as a waiver by Bank of its right to exercise any such right, remedy or option. No waiver by Bank shall be effective unless it is in writing and then only to the extent specifically stated. This Agreement cannot be amended, modified, changed or terminated orally.

11.13 Recourse to Directors or Officers. The obligations of Bank under this Agreement are solely the corporate obligations of Bank. No recourse shall be had for any obligation or claim arising out of or based upon this Agreement against any stockholder, employee, officer, or director of Bank.

11.14 Assignment. Bank shall have the right to assign this Agreement and the other Loan Documents. Grantor may not assign, transfer or otherwise dispose of any of its rights or obligations hereunder, by operation of law or otherwise, and any such assignment, transfer or other disposition without Bank's written consent shall be void. All of the rights, privileges, remedies and options given to Bank under the Loan Documents shall inure to the benefit of Bank's successors and assigns, and all the terms, conditions, covenants, provisions and warranties herein shall inure to the benefit of and bind the permitted successors and assigns of Grantor and Bank, respectively.

11.15 Conflict. If there is any conflict, ambiguity, or inconsistency, in Bank's judgment, between the terms of this Agreement and any of the other Loan Documents, then the

applicable terms and provisions, in Bank's judgment, providing Bank with greater rights, remedies, powers, privileges, or benefits will control.

11.16 WAIVER OF JURY TRIAL. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR BANK TO ENTER INTO THIS AGREEMENT AND EXTEND CREDIT TO BORROWER THAT IS GUARANTIED BY THE GRANTOR, GRANTOR AND BANK EACH WAIVES TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT OR THE CONDUCT OF THE RELATIONSHIP BETWEEN BANK AND GRANTOR.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been duly executed by Grantor as of the date first set forth above.

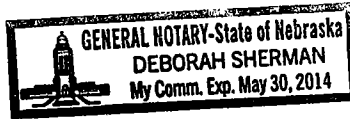
Heartland Petroleum, LLC

By: Heartland Group Holdings, LLC
Its: Sole Member

By: *Charles P. Downey*
Name: Charles P. Downey
Title: Vice Chairman

Subscribed and sworn to before me
this 28 day of July, 2010.

Deborah Sherman
Notary Public



Accepted at Minneapolis, Minnesota,
as of the date first set forth above.

U.S. BANK NATIONAL ASSOCIATION

By: *Philip G. Ainsworth*
Name: Philip G. Ainsworth
Title: Vice-President

Exhibit 5.1

Grantor's Jurisdiction of Organization

Ohio

Grantor's Chief Executive Office and Principal Place of Business

727 S. 13th Street
Omaha, Nebraska 68102

Grantor's Offices or Locations Where any Collateral is Located

727 South 13th Street
Omaha, NE 68102

4376 State Route 601
Norwalk, Huron County, OH 44857-4485

718 Keen Street,
Zanesville, , OH 43701

Jackson Street
Muskingum County, OH

Keen Street
Muskingum County, OH

Midland Trail Industrial Park
Sterling, Kentucky, 40353

North half of the building located at 1794 Moxahala Avenue
Zanesville, OH 43701

4560 West Pike
Zanesville, OH 43701

4001 East Fifth Avenue
Columbus, OH 43219

90 Pickens Rd.
Nitro, WV 25143

Boston Heights, OH

Exhibit 5.3

Trade Names, Assumed Names and Fictitious Names

A. Currently in Use

HEARTLAND PETROLEUM	3754023	MARCH 2, 2010
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B. Used During Last Five Years but not Currently in Use

None

Assets Acquired in Bulk Transfer

None

Exhibit 5.4

(Investment Property)

None

Exhibit 5.5

(Letter-of-Credit Rights)

None

Exhibit 5.6

(Electronic Chattel Paper)

None

Exhibit 5.7

(Commercial Tort Claims)

None

Exhibit 5.8

(Instruments)

None