

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
MAPCO EXPRESS, INC.		12/23/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as Administrative Agent		
Street Address:	Fifth Third Center, 38 Fountain Square Plaza		
Internal Address:	MD109047		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0918275	EAST COAST	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4688		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	210196-00016		
NAME OF SUBMITTER:	Carole Dobbins		
Signature:	/Carole Dobbins/		
Date:	12/27/2010		

CH \$40.00 0918275

900179782

TRADEMARK
 REEL: 004441 FRAME: 0232

Total Attachments: 3

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ASSIGNMENT FOR SECURITY
(TRADEMARKS)

(the "Assignment")

December 23, 2010

WHEREAS, MAPCO EXPRESS, INC., a Delaware corporation ("Assignor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, for which United States registrations and applications for registration are subsisting as indicated on Schedule 1A (such marks, applications and registrations, collectively, the "Trademarks");

WHEREAS, Assignor entered into (i) that certain Second Amended and Restated Credit Agreement dated as of December 10, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with, among others, FIFTH THIRD BANK, as Administrative Agent for a syndicate of lenders ("Fifth Third"), and (ii) that certain Guaranty and Collateral Agreement, dated as of April 28, 2010, as amended and restated by that certain Amended and Restated Guaranty and Collateral Agreement dated as of December 23, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), with, among others, Fifth Third to secure its Obligations under the Credit Agreement;

WHEREAS, pursuant to the Security Agreement, the Assignor assigned to Fifth Third and granted to Fifth Third a security interest and mortgage in all right, title and interest of the Assignor in, to and under the Trademarks together with the goodwill of the business symbolized by the Trademarks, and the registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action that may exist by reason of violation thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement).

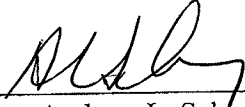
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby convey, sell, assign, transfer and set over unto Assignee and grants to Assignee a security interest and mortgage in the Collateral to secure the prompt payment, performance and observance of the Obligations.

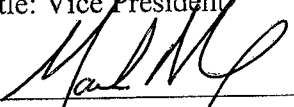
Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.

*[Remainder of Page Intentionally Left Blank;
Signature Pages Follow]*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officers thereunto duly authorized as of the date first set forth above.

MAPCO EXPRESS, INC.

By: 
Name: Andrew L. Schwarcz
Title: Vice President

By: 
Name: Mark B. Cox
Title: Executive Vice President and
Chief Financial Officer

SCHEDULE 1A

(TRADEMARKS AND TRADEMARK APPLICATIONS)

Title

Application/Registration No.

EAST COAST

0918275