

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PennzSuppress Corp.		02/23/2011	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Refining Group, Inc.		
<b>Street Address:</b>	100 Four Falls Corporate Center		
<b>Internal Address:</b>	Suite 215		
<b>City:</b>	West Conshohocken		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19428-2960		
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1831017	PENNZSUPPRESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)979-1020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	215-979-1255		
<b>Email:</b>	swapicelli@duanemorris.com		
<b>Correspondent Name:</b>	Samuel W. Apicelli		
<b>Address Line 1:</b>	30 S. 17th Street		
<b>Address Line 2:</b>	Duane Morris LLP		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-4196		
<b>ATTORNEY DOCKET NUMBER:</b>	D3927-00046		
<b>NAME OF SUBMITTER:</b>	Samuel W. Apicelli		
<b>Signature:</b>	/Samuel W. Apicelli/		

**900194914**

**TRADEMARK  
 REEL: 004566 FRAME: 0049**

**CH \$40.00 1831017**

Date:

06/17/2011

Total Attachments: 2

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT ("Agreement") is made and entered into as of the 23rd day of February, 2011 between PennzSuppress Corp., a corporation organized under the laws of the State of Texas, and having a business address of 360 Nueces Street, Suite 3609, Austin, TX 78701 (hereinafter referred to as "Trademark Owner") and American Refining Group, Inc., a corporation organized under the laws of the Commonwealth of Pennsylvania, and having a business address of 100 Four Falls Corporate Center, Suite 215, West Conshohocken, PA 19428-2960 (hereinafter referred to as "Secured Party").

Whereas the Trademark Owner and the Secured Party having entered into a Toll Processing Agreement of even date herewith, which agreement includes a security agreement pursuant to which Trademark Owner has agreed to grant Secured Party a lien on and security interest in certain assets of Trademark Owner, and wherein all of the terms and conditions of the aforesaid security agreement are hereby incorporated herein by reference; and

Whereas Secured Party requires a separate recordable document memorializing its security interest in and to the trademark listed on Schedule A hereto;

NOW THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, and intending to be legally bound hereby, it is hereby agreed as follows:

Assignment of Security Interest in Mark. To secure the complete and timely payment and satisfaction of all of its obligations to the Secured Party under the Toll Processing Agreement, the Trademark Owner hereby grants, assigns and conveys to the Secured Party a security interest in and to all of Trademark Owner's rights and interests in and to the trademark listed on Schedule A hereto, including, without limitation, all renewals thereof and 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 owned by Trademark Owner corresponding thereto throughout the world (all of the foregoing are collectively called the "Mark"), together with the goodwill of the business symbolized by the Mark and the registration thereof.

PennzSuppress Corp.,  
as Trademark Owner

Dated: February 23, 2011

By: Chuck Johnson  
Name: Chuck Johnson  
Title: President

