

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
PennzSuppress Corp.		02/23/2011	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	American Refining Group, Inc.		
Street Address:	100 Four Falls Corporate Center		
Internal Address:	Suite 215		
City:	West Conshohocken		
State/Country:	PENNSYLVANIA		
Postal Code:	19428-2960		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3100868	PENNZSUPPRESS	
CORRESPONDENCE DATA			
Fax Number:	(215)689-2410		
Phone:	215-979-1282		
Email:	Lfgould@duanemorris.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Lewis F. Gould, Jr./Maxim A. Voltchenko		
Address Line 1:	30 South 17th Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	D3927-00027		
NAME OF SUBMITTER:	LEWIS F. GOULD, JR.		
Signature:	/lfg/		

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**TRADEMARK
 REEL: 004671 FRAME: 0695**

Date:

12/02/2011

Total Attachments: 3

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement") is made and entered into on November 2, 2011 but intended to be effective 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 on the 23rd day of February, 2011,, 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;

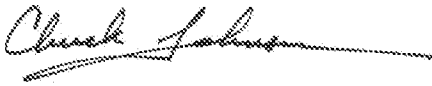
NOW THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, and intending to be legally bound hereby, it is hereby agreed as follows:

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.

Voiding of Prior Security Interest in Mark. On the 23rd day of February, 2011, the Trademark Owner, granted, assigned and conveyed 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 a Trademark Security Agreement of even date, 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. This Agreement hereby voids the aforementioned Trademark Security Agreement of 23rd day of February, 2011.

PennzSuppress Corp.,
as Trademark Owner

Dated: November 2, 2011

By: 

Name: Chuck Johnson
Title: President

SCHEDULE A

TRADEMARK

Registration No.	Mark	Registration Date
3,100,868	PennzSuppress	09/14/2005