

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
On-Site Fuel Service, Inc.		12/19/2011	CORPORATION: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	CapitalSouth Partners SBIC Fund III, L.P.		
Street Address:	4201 Congress Street, Suite 360		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28209		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3271586	ON-SITE FUEL SERVICE "WE COME TO YOU"	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3698		
Phone:	7043315792		
Email:	donna.millard@klgates.com, chdoCKET@klgates.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:	Karl S. Sawyer, Jr.		
Address Line 1:	Post Office Box 33144		
Address Line 2:	K & L Gates LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28233		
ATTORNEY DOCKET NUMBER:	2829226.00020		
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.		
Signature:	/ Karl S. Sawyer, Jr. /		

OP \$40.00 3271586

Date:

02/08/2012

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of December 19, 2011 by and between **ON-SITE FUEL SERVICE, INC.**, a Mississippi corporation (the "Grantor"), having its chief executive office at 1089 Old Fannin Road, Suite A, Brandon, Mississippi 39047, and **CAPITALSOUTH PARTNERS SBIC FUND III, L.P.**, a Delaware limited partnership, as collateral agent (in such capacity, the "Collateral Agent"), with offices at 4201 Congress Street, Suite 360, Charlotte, North Carolina 28209, for the ratable benefit of the Holders (as defined in the Subordinated Note Agreement described below).

This Agreement is executed pursuant to the terms of (a) the Subordinated Note Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Subordinated Note Agreement") by and among the Grantor, the Collateral Agent and the Holders party thereto and (b) the Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") executed by the Grantor in favor of the Collateral Agent, for the ratable benefit of the Holders. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Subordinated Note Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Holders, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under applicable law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on Schedule A;

(ii) all claims by the Grantor against third parties (a) for past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or (b) injury to the goodwill associated with any Trademark; and

(iii) all products and proceeds of the foregoing.

The rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. This Agreement is subordinated to the prior payment and satisfaction in cash of all Senior Debt, as defined in the Intercreditor and Subordination Agreement dated as of the date hereof by and among PNC Bank, National Association, the subordinated creditors listed on the signature pages thereto and their respective successors and assigns, and the Grantor, as the same may be amended, modified, restated or supplemented from time to time (the "Intercreditor Agreement"), solely to the extent, and for such period and in the manner provided in the Intercreditor Agreement.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

ON-SITE FUEL SERVICE, INC., as Grantor

By: Gregory G. Nethery
Name: Gregory G. Nethery
Title: Chief Executive Officer

ACKNOWLEDGMENT

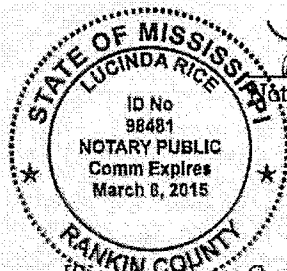
STATE OF Ms
COUNTY OF Rankin

I, Lucinda Rice, a Notary Public for said County and State, do hereby certify that Gregory G. Nethery personally appeared before me this day and stated that he is CEO of ON-SITE FUEL SERVICE, INC. and acknowledged, on behalf of ON-SITE FUEL SERVICE, INC., the due execution of the foregoing instrument.

Witness my hand and official seal, this 16th day of Dec, 2011.

My commission expires:

March 8, 2015



Lucinda Rice
Notary Public


[Signature Pages Continue]

[Trademark Security Agreement – On-Site Fuel Service, Inc.]

Agreed and Accepted as of the date first above written.

CAPITALSOUTH PARTNERS SBIC FUND III, L.P.,
as Collateral Agent

By: CAPITALSOUTH PARTNERS SBIC F-III, LLC
Its: General Partner

By: 
Name: Joseph B. Alala III
Title: President and CEO

[Trademark Security Agreement – On-Site Fuel Service, Inc.]

TRADEMARK
REEL: 004712 FRAME: 0665

Schedule A to Trademark Security Agreement

ON-SITE FUEL SERVICE, INC. TRADEMARKS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ON-SITE FUEL SERVICE "WE COME TO YOU" AND DESIGN	3271586	July 31, 2007