

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
Carroll Independent Fuel, LLC		02/29/2012	LIMITED LIABILITY COMPANY: MARYLAND
Carroll Home Services, LLC		02/29/2012	LIMITED LIABILITY COMPANY: MARYLAND
Alliance/Burkhardt, LLC		02/29/2012	LIMITED LIABILITY COMPANY: MARYLAND
High's of Baltimore, LLC		02/29/2012	LIMITED LIABILITY COMPANY: MARYLAND

RECEIVING PARTY DATA

Name:	Manufacturers and Traders Trust Company
Street Address:	PO Box 1358
City:	Buffalo
State/Country:	NEW YORK
Postal Code:	14240-1358
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3927395	CARROLL FUELS SERVICE
Registration Number:	3763059	COUNT ON CARROLL!
Registration Number:	3763058	CIF
Registration Number:	2760876	CF CARROLLFUEL
Serial Number:	85146429	ON THE MOOOVE
Serial Number:	85214046	FUELS YOUR JOURNEY
Serial Number:	85213958	BTG

CORRESPONDENCE DATA

OP \$190.00 3927395

Fax Number: (202)842-8465

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 202-842-8800

Email: dctrademarks@dbr.com

Correspondent Name: Amy E. Carroll

Address Line 1: 1500 K Street, N.W.

Address Line 2: Suite 1100

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-1209

ATTORNEY DOCKET NUMBER:	042858-480328
NAME OF SUBMITTER:	Amy E. Carroll
Signature:	/amyecarroll/
Date:	04/13/2012

**Total Attachments: 8**

source=M&T - Carroll - Second Lien - Trademark Security Agreement - Fully Executed (1178765\_1)#page1.tif

source=M&T - Carroll - Second Lien - Trademark Security Agreement - Fully Executed (1178765\_1)#page2.tif

source=M&T - Carroll - Second Lien - Trademark Security Agreement - Fully Executed (1178765\_1)#page3.tif

source=M&T - Carroll - Second Lien - Trademark Security Agreement - Fully Executed (1178765\_1)#page4.tif

source=M&T - Carroll - Second Lien - Trademark Security Agreement - Fully Executed (1178765\_1)#page5.tif

source=M&T - Carroll - Second Lien - Trademark Security Agreement - Fully Executed (1178765\_1)#page6.tif

source=M&T - Carroll - Second Lien - Trademark Security Agreement - Fully Executed (1178765\_1)#page7.tif

source=M&T - Carroll - Second Lien - Trademark Security Agreement - Fully Executed (1178765\_1)#page8.tif

## SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT is made as of February 29, 2012, by and between Carroll Independent Fuel, LLC (successor to Carroll Independent Fuel Company), a Maryland limited liability company, Carroll Home Services, LLC, a Maryland limited liability company, Alliance/Burkhardt, LLC, a Maryland limited liability company and High's of Baltimore, LLC, a Maryland limited liability company (together with their respective successors and permitted assigns, collectively, the "Assignors" and each, an "Assignor"), and Manufacturers and Traders Trust Company, with an office at PO Box 1358, Buffalo, New York, 14240-1358, as administrative agent for itself and the other Secured Parties (as that term is defined in the Credit Agreement referenced below) (together with its successors and assigns in such capacity, "Assignee") and is made pursuant to the Second Lien Security Agreement dated as of the date hereof, by and among Assignee, the Assignors, HOB Holdco, LLC ("HOB"), HJR-Benson Venture LLC ("Holdings" and together with HOB, the "Borrowers"), and those other grantors party thereto (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, the "Security Agreement").

WHEREAS, each Assignor is the owner of certain trademarks, including pending applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, including those listed on Exhibit A hereto (the "Marks"); and

WHEREAS, the Borrowers, Assignee, as Administrative Agent and a Lender, and certain other Lenders (as defined in the Credit Agreement) entered into that certain Second Lien Credit Agreement dated as of the date hereof (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, the "Credit Agreement"), pursuant to which

such Lenders and the other Secured Parties agreed to extend credit to the Assignor on the terms and conditions described therein; and

WHEREAS, one of the conditions to the extension of credit under the Credit Agreement is that payment of the Secured Obligations (as defined in the Credit Agreement) shall be secured by, among other things, a security interest in favor of the Assignee, for the benefit of the Secured Parties, in the Marks and all Proceeds (as defined in the Security Agreement) thereof and the Assignors, each a direct or indirect Subsidiary of Holdings, is willing to grant to the Assignee, for the benefit of the Secured Parties, a security interest in the Marks and all Proceeds thereof and all other related claims and rights as more fully described in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Secured Obligations, each Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all Proceeds thereof and gives notice of such security interest and the existence of the Security Agreement providing therefor.


Notwithstanding anything herein to the contrary, the security interests granted to the Assignee pursuant to this Agreement shall be second in priority to the security interests securing the First Lien Obligations (as defined in the Intercreditor Agreement) and subject to other Permitted Liens and the exercise of any right or remedy by the Assignee hereunder is subject to the provisions of the Intercreditor Agreement.

*[Signature Page Follows]*

Executed as of the date first above written.

Assignors:


**Carroll Independent Fuel, LLC (successor to  
Carroll Independent Fuel Company)  
Carroll Home Services, LLC  
Alliance/Burkhardt, LLC  
High's of Baltimore, LLC**

By  \_\_\_\_\_  
Name: John H. Phelps  
Title: Manager

*Signature Page to Second Lien Trademark Security Agreement*

Assignee:

**MANUFACTURERS AND TRADERS TRUST  
COMPANY**, as Assignee, in its capacity as  
Administrative Agent

By:   
Name: J. Andrew Michael  
Title: Vice President

*Signature Page to Second Lien Trademark Security Agreement*

**TRADEMARK  
REEL: 004756 FRAME: 0071**



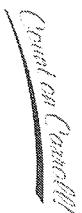


**EXHIBIT A**

**Marks**


THE CARROLL INDEPENDENT FUEL COMPANY  
SUMMARY OF TRADEMARKS  
28-Feb-12


TRADEMARKS


Trademark search developed by analysis of federal and MD state trademark and trade name databases and confirmed via Thomson Reuters Trademark Portfolio searches for the four entries below.

COMPANY	MARK	REGISTRY	REG. NO.	REG. DATE	SERIAL NO.	GOODS/SVCS.	STATUS
CARROLL INDEPENDENT FUEL COMPANY		USPTO					DEAD
		USPTO	3927395	3/8/2011	77806824	Wholesale and retail store services featuring fuels	LIVE through 3/8/2017
		USPTO	3763059	3/23/2010	77800238	Heating oil	LIVE through 3/23/2016
		USPTO	3763058	3/23/2010	77800231	Heating oil	LIVE through 3/23/2016
	CARROLL FUEL	USPTO	2695056		76345881	IC 4 Gasoline; IC 35 Wholesale and retail gasoline supply services	DEAD
		USPTO	2760876	9/9/2003	76345318	IC 4 Gasoline; IC 35 Wholesale and retail gasoline supply services	LIVE through 9/9/2013
	CARROLL'S	USPTO	2245154		75397938	Retail convenience store services featuring convenience store items, including fast food and gasoline	DEAD
	CARROLL'S CONVENIENCE STORE AND EATERY	USPTO			75363167	Retail convenience store services featuring convenience store items, including fast food and gasoline	DEAD
	CARROLL INDEPENDENT FUEL	MD trade name			8/10/2009		
	CARROLL FUEL	MD trade name			9/8/2009		
CARROLL	Common Law					ACTIVE	




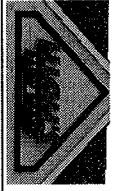


	Common Law						ACTIVE
	Various text and design marks incorporating the term "CARROLL" and/or the stylized CIF logo for fuel and related goods and services Common Law						ACTIVE

COMPANY	MARK	REGISTRY	REG. NO.	REG. DATE	SERIAL NO.	GOODS/SVCS.	STATUS
CARROLL HOME SERVICES, LLC	CARROLL HOME SERVICES	MD trade name		8/10/2009			
		MD trademark	2009-0163	9/16/2009		advertisements and on website for HVAC installation and maintenance services	LIVE through 9/16/2019
	Various text and design marks incorporating the term "CARROLL" and/or the stylized CIF logo for home services and related goods and services Common Law						ACTIVE

COMPANY	MARK	REGISTRY	REG. NO.	REG. DATE	SERIAL NO.	GOODS/SVCS.	STATUS
ALLIANCE / BURKHARDT, LLC*	ALLIANCE FUEL	MD trade name		6/21/2010			
	ALLIANCE FUEL COMPANY	MD trade name		6/21/2010			
		MD Trademark	2010-0085	10/27/2010		Advertising for heating and diesel fuel services	LIVE through 10/27/2020
	Various text and design marks incorporating the term "ALLIANCE" or the letter "A" for heating oil and related goods and services Common Law						ACTIVE

COMPANY	MARK	REGISTRY	REG. NO.	REG. DATE	SERIAL NO.	GOODS/SVCS.	STATUS
HIGH'S OF BALTIMORE, INC.	HIGH'S	MD Trademark	1995-7768	5/12/1995		Milk, ice cream, butter, cheese, eggs, margarine, sundaes toppings, breads, pretzels, dessert toppings	LIVE through 11/26/2015

ON THE MOOVE	USPTO					IC 29 for Prepared french fries for immediate consumption, sold at convenience stores; IC 30 for breakfast burritos; burritos; coffee and tea; dough-enrobed foods consisting of a dough-based wrapper with fillings consisting primarily of meats, poultry, fish, fruits and vegetables; hoagies; pizzas; sandwiches, all prepared for immediate consumption at convenience stores and excluding dairy products	LIVE
FUELS YOUR JOURNEY	USPTO				85146429	Automobile service stations	LIVE
BTG	USPTO				85214046	Vehicle service stations	LIVE
HIGH'S OF BALTIMORE	Common Law						ACTIVE
HIGH'S DAIRY STORES	Common Law						ACTIVE
HIGH'S	Common Law						ACTIVE
	Common Law						ACTIVE
	Common Law						ACTIVE
	Common Law						ACTIVE
	Common Law						ACTIVE
Various text and design marks incorporating the term "HIGH'S" for convenience stores and related goods and services	Common Law						ACTIVE

TRADEMARK

REEL: 004756 FRAME: 0075

RECORDED: 04/13/2012