

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
Liberty Propane Operations, LLC		08/01/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America. N.A.		
Street Address:	901 Main Street		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202-3714		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3277556	COMFORT-LEVEL	
CORRESPONDENCE DATA			
Fax Number:	2142000558		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-651-5066		
Email:	jeff.becker@haynesboone.com		
Correspondent Name:	Jeffrey M. Becker c/o Haynes and Boone		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	47023.10		
NAME OF SUBMITTER:	Jeffrey M. Becker		
Signature:	/Jeffrey M. Becker/		

Date:

08/02/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 1, 2012, by Liberty Propane Operations, LLC, a Delaware limited liability company (the "**Grantor**"), whose address is One Suburban Plaza, 240 Route 10 West, P.O. Box 206, Whippany, New Jersey 07981-0206, in favor of Bank of America, N.A., as Administrative Agent (as hereafter defined) for Secured Parties (as hereafter defined), whose address is 901 Main Street, Dallas, Texas 75202-3714.

WITNESSETH:

WHEREAS, Suburban Propane, L.P., a Delaware limited partnership ("**Borrower**") and Suburban Propane Partners, L.P., a Delaware limited partnership ("**Parent**") executed that certain Credit Agreement dated as of June 26, 2009, among Borrower, Parent, the lenders party thereto, and Bank of America, N.A., as administrative agent (as amended by the First Amendment to Credit Agreement dated as of March 9, 2010, the "**2009 Credit Agreement**");

WHEREAS, Borrower, Parent, certain Subsidiaries of Parent, and Bank of America, N.A., as Administrative Agent for the Secured Parties executed that certain Pledge, Assignment, and Security Agreement dated as of June 26, 2009 (the "**2009 Security Agreement**");

WHEREAS, Borrower and Parent have entered into that certain Amended and Restated Credit Agreement dated as January 5, 2012, which amended and restated the 2009 Credit Agreement in its entirety, as amended by the First Amendment to Amended and Restated Credit Agreement, dated as of even date herewith (as the same may be further amended, modified, supplemented, renewed, replaced, restated, or otherwise modified from time to time, the "**Credit Agreement**") among Borrower, Parent, the lenders now or hereafter a party to the Credit Agreement (together with their respective permitted successors and/or assigns, "**Lenders**"), Bank of America, N.A., as a Lender and as Administrative Agent (together with its permitted successors and/or assigns, in such capacity, "**Administrative Agent**") for the Lenders;

WHEREAS, pursuant to the requirements of the Credit Agreement and as a condition precedent for Lenders to make loans or extend credit under the Credit Agreement, the Borrower has amended and restated the 2009 Security Agreement pursuant to that certain Amended and Restated Security Agreement dated as of January 5, 2012 made by Borrower in favor of the Administrative Agent for the benefit of the Secured Parties (as it may be amended, restated, supplemented, or otherwise modified from time to time, the "**Security Agreement**");

WHEREAS, the Grantor is becoming a Subsidiary of Borrower and as a condition precedent for Lenders to extend credit under the Credit Agreement, the Grantor must execute a Security Agreement Supplement to become a party to the Security Agreement;

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement; and

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantor, the Grantor hereby agrees as follows:

Section 1 Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement, as applicable.

Section 2 Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “*Trademark Collateral*”):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on *Schedule I*;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including any claim by the Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3 Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

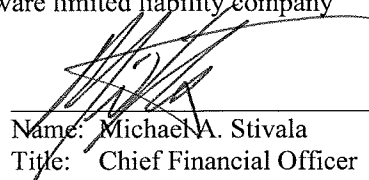
[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above

GRANTOR:

LIBERTY PROPANE OPERATIONS, LLC,
a Delaware limited liability company

By: _____


Name: Michael A. Stivala
Title: Chief Financial Officer

Signature Page to
Trademark Security Agreement

TRADEMARK
REEL: 004835 FRAME: 0019

Accepted and Agreed:

BANK OF AMERICA, N.A., as Administrative Agent
for the benefit of the Secured Parties

By:



Name: Bridgett J. Manduk

Title: Assistant Vice President

Signature Page to
Trademark Security Agreement

TRADEMARK
REEL: 004835 FRAME: 0020

SCHEDULE I
Trademark Registrations

<u>Registered Trademarks</u>		
Country	Trademark	Registration No.
United States	COMFORT-LEVEL	3,277,556