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
Inergy Propane, 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: 20

Property Type	Number	Word Mark
Registration Number:	3005473	BAY STATE ARROW GAS
Registration Number:	3005472	KNOWLES LP GAS
Registration Number:	3025297	MAINGAS
Registration Number:	2678482	MEET YOUR OTHER BEST FRIEND
Registration Number:	3019139	OHIO GAS
Registration Number:	3261120	P
Registration Number:	3039111	PEARL GAS
Registration Number:	3917736	PIPELINE ON WHEELS
Registration Number:	3651843	PYROFAX
Registration Number:	3648192	PYROFAX ENERGY
Registration Number:	3807492	PYROFAX GAS
Registration Number:	3648193	PYROFAX PROPANE
Registration Number:	3005474	RURAL NATURAL GAS
Registration Number:	3005471	SAAM PROPANE

OP $515.00 3005473

Registration Number:	3047553	SILGAS
Registration Number:	1769632	STAR GAS
Registration Number:	3003390	THE SIMPLE CHOICE
Registration Number:	2932543	TRU GAS
Registration Number:	1429782	TRU-GAS
Registration Number:	1952234	PERMAGAS

CORRESPONDENCE DATA

Fax Number: 2142000558

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

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 Inergy Propane, 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.

W I T N E S S E T H:

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]

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

GRANTOR:

INERGY PROPANE, LLC,
a Delaware limited liability company

By: _____
Name: Michael A. Stivala
Title: Chief Financial Officer

:

Signature Page to
Trademark Security Agreement

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

SCHEDULE I
Trademark Registrations

Registered Trademarks

Country	Trademark	Registration No.
United States	BAY STATE ARROW GAS	3,005,473
United States	KNOWLES LP GAS	3,005,472
United States	MAINGAS	3,025,297
United States	MEET YOUR OTHER BEST FRIEND and Design	2,678,482
United States	OHIO GAS	3,019,139
United States	P and Design (Truck)	3,261,120
United States	PEARL GAS	3,039,111
United States	PIPELINE ON WHEELS	3,917,736
United States	PYROFAX	3,651,843
United States	PYROFAX ENERGY	3,648,192
United States	PYROFAX GAS	3,807,492
United States	PYROFAX PROPANE	3,648,193
United States	RURAL NATURAL GAS	3,005,474
United States	SAAM PROPANE	3,005,471
United States	SILGAS	3,047,553
United States	STAR GAS and Design (Star in Circle)	1,769,632
United States	THE SIMPLE CHOICE	3,003,390
United States	TRU GAS	2,932,543
United States	TRU-GAS	1,429,782
United States	PERMAGAS	1,952,234
Wisconsin	TRU-GAS	5,502,600

TRADEMARK
RECORDED: 08/02/2012 REEL: 004835 FRAME: 0051