

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Petroleum Tankers LLC		04/02/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	One Independence Center, 101 N. Tryon St.		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3794881	APT	
Registration Number:	3851295	APT	
Registration Number:	3797816	AMERICAN PETROLEUM TANKERS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	daniel.cote@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant		
Signature:	/daniel cote thomsonreuters/		

Date:

04/03/2013

Total Attachments: 6

source=11 - Trademark Security Agreement#page1.tif

source=11 - Trademark Security Agreement#page2.tif

source=11 - Trademark Security Agreement#page3.tif

source=11 - Trademark Security Agreement#page4.tif

source=11 - Trademark Security Agreement#page5.tif

source=11 - Trademark Security Agreement#page6.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

American Petroleum Tankers LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC
- Association
- Limited Partnership

Citizenship (see guidelines) USA-DE

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 2, 2013

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as collateral agent

Street Address: One Independence Center, 101 N. Tryon St

City: Charlotte

State: NC

Country: USA Zip: 28255-0001

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See Schedule I

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

April 2, 2013

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of April 2, 2013, (this “**Agreement**”), between AMERICAN PETROLEUM TANKERS LLC, a Delaware Limited Liability Company (the “**Grantor**”) and BANK OF AMERICA, N.A., as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Intellectual Property Security Agreement dated as of April 2, 2013 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among APT NEW INTERMEDIATE HOLDCO LLC, a Delaware limited liability company (the “**Parent**”), AMERICAN PETROLEUM TANKERS PARENT LLC, a Delaware limited liability company (the “**Borrower**”), the subsidiaries of the Borrower from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of April 2, 2013 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Borrower, the Parent, the other Guarantors from time to time party thereto, Bank of America, N.A., as Administrative Agent, Collateral Agent, Security Trustee, Swing Line Lender and L/C Issuer, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”) and the other agents named therein. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trade-

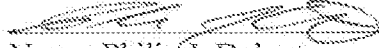
mark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”), and

- (b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]

AMERICAN PETROLEUM TANKERS PARENT
LLC,
as the Grantor

By: 
Name: Philip J. Doherty
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004997 FRAME: 0027

BANK OF AMERICA, N.A.,
as Collateral Agent

By: _____

Name: Justin Neubauer
Title: Director

[Signature Page to Trademark Security Agreement]

Schedule I

United States Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Record Owner</u>	<u>Reg. No.</u> <u>App. No.</u>
APT, APT	USA	AMERICAN PETROLEUM TANKERS LLC	3,794,881 77/785,727
APT & Design	USA	AMERICAN PETROLEUM TANKERS LLC	3,851,295 77/785,721
AMERICAN PETROLEUM TANKERS	USA	AMERICAN PETROLEUM TANKERS LLC	3,797,816 77/785,728