

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
4 Refuel Canada LP		09/20/2013	LIMITED PARTNERSHIP: CANADA
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	100 King Street West, 11th Floor, Suite 215		
Internal Address:	Corporate Finance Division		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5X 1		
Entity Type:	bank: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3573179	4REFUEL THE LEADER IN FUEL MANAGEMENT	
Registration Number:	3454276	4REFUEL	
Registration Number:	3669799	4REFUEL THE LEADER IN FUEL MANAGEMENT	
Registration Number:	3669800	4REFUEL THE LEADER IN FUEL MANAGEMENT	
Registration Number:	3549887	TRUE COST OF FUEL	
Registration Number:	3946746	FUEL MANAGEMENT ONLINE	
Registration Number:	3366693	4REFUEL	
Registration Number:	3390475	4REFUEL	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-909-6000		

CH \$215.00 3573179

Email: trademarks@debevoise.com
Correspondent Name: Nick S. Kaluk III, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	16765-1502
-------------------------	------------

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Nick S. Kaluk III, Esq.
--------------------	-------------------------

Signature:	/Nick S. Kaluk III/
------------	---------------------

Date:	09/20/2013
-------	------------

Total Attachments: 6
source=Grant TM Security Interest_Bank of Montreal#page1.tif
source=Grant TM Security Interest_Bank of Montreal#page2.tif
source=Grant TM Security Interest_Bank of Montreal#page3.tif
source=Grant TM Security Interest_Bank of Montreal#page4.tif
source=Grant TM Security Interest_Bank of Montreal#page5.tif
source=Grant TM Security Interest_Bank of Montreal#page6.tif

NOTICE AND CONFIRMATION OF
GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Trademark Security Agreement"), dated as of September 20, 2013, is made by 4Refuel Canada LP (the "Grantor"), in favor of Bank of Montreal (the "Lender"). Capitalized terms used herein without definition are used as defined in the Credit Agreement.

WITNESSETH:

WHEREAS, the Grantor and the Lender are parties to the Credit Agreement, dated as of September 20, 2013 (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the other Credit Parties thereto and the Lender;

WHEREAS, the Grantor has granted, pursuant to a General Security Agreement of even date herewith in favor of the Lender (and such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "General Security Agreement"), a security interest in the Collateral (as defined in the General Security Agreement) to secure the payment and the performance of the Obligations;

WHEREAS, the General Security Agreement require the Grantor to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement and to induce the Lender to purchase the notes issued by the Issuer thereunder, the Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the General Security Agreement or, if not defined therein, as defined in the Credit Agreement.

Section 2. Notice and Confirmation of Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby confirms that, subject to existing licenses to use the Trademarks granted by such Grantor in the ordinary course of business, it granted to the Lender, and grants to the Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral");

(a) all of its Trademarks (other than any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed)) and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto, except that no security interest is or will be granted pursuant hereto in any right, title and interest of any Grantor in any such IP License, so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of any such IP License;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Purpose: General Security Agreement. The Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the General Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Trademark Security Agreement is expressly subject to the terms and conditions of the General Security Agreement. The General Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

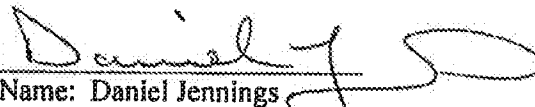
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

4REFUEL CANADA LP,
as Guarantor

By: 4REFUEL GP CORPORATION,
its general partner

By: 
Name: Daniel Jennings
Title: Chief Financial Officer
and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (ABL)]

TRADEMARK
REEL: 005115 FRAME: 0135

ACCEPTED AND AGREED
as of the date first above written:

BANK OF MONTREAL



Name: DAVID SAA
Title: Managing Director, Asset Based Lending

Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

23967409402

ACCEPTED AND AGREED
as of the date first above written:

BANK OF MONTREAL

Name:

Title:

Name:

Title:

Gary Sisk
Gary Sisk
Managing Director
Corporate Finance, ABL
BMO Bank of Montreal

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

23967499-02

TRADEMARK
REEL: 005115 FRAME: 0137

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. U.S. REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
1. 4REFUEL THE LEADER IN FUEL MANAGEMENT (design)	77130815	3573179	February 10, 2009
2. 4REFUEL (design)	76671968	3454276	June 24, 2008
3. 4REFUEL THE LEADER IN FUEL MANAGEMENT (design)	77130872	3669799	August 18, 2009
4. 4REFUEL THE LEADER IN FUEL MANAGEMENT (design)	77130907	3669800	August 18, 2009
5. TRUE COST OF FUEL	77467447	3549887	December 23, 2008
6. FUEL MANAGEMENT ONLINE (design)	77927553	3946746	April 19, 2011
7. 4REFUEL	78615624	3366693	January 8, 2008
8. 4REFUEL	78976947	3390475	February 26, 2008

HBdocs - 15561251v1

LIBC/4971707.2
23967499v02