

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
4Refuel Canada LP		09/20/2013	LIMITED PARTNERSHIP: CANADA

RECEIVING PARTY DATA

Name:	Crescent Mezzanine Partners VI (Cayman), L.P.
Street Address:	1251 Avenue of the Americas, Suite 4600
Internal Address:	c/o Crescent Capital Group LP
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	LIMITED PARTNERSHIP: CAYMAN ISLANDS

Name:	Crescent Mezzanine Partners VIB (Cayman), L.P.
Street Address:	1251 Avenue of the Americas, Suite 4600
Internal Address:	c/o Crescent Capital Group LP
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	LIMITED PARTNERSHIP: CAYMAN ISLANDS

Name:	Crescent Mezzanine Partners VIC (Cayman Sub), Ltd.
Street Address:	1251 Avenue of the Americas, Suite 4600
Internal Address:	c/o Crescent Capital Group LP
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	CORPORATION: CAYMAN ISLANDS

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
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-909-6000
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:	16765-1501
NAME OF SUBMITTER:	Nick S. Kaluk III, Esq.
Signature:	/Nick S. Kaluk III/
Date:	09/20/2013

Total Attachments: 5
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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 Crescent Mezzanine Partners VI (Cayman), L.P., Crescent Mezzanine Partners VIB (Cayman), L.P. and Crescent Mezzanine Partners VIC (Cayman Sub), Ltd. (collectively, "Crescent") and the other financial institutions from time to time party to the Note Purchase Agreement (as defined below) (together with Crescent, the "Purchasers").

WITNESSETH:

WHEREAS, pursuant to the Note Purchase 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 "Note Purchase Agreement"), by and among the Issuer, Holdings, the other Note Parties and the Purchasers from time to time party thereto, the Issuer is prepared to issue, and the Purchasers have agreed to purchase, senior secured notes upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guarantee of even date herewith in favor of the Purchasers (and such guarantee may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee"), to guarantee the Obligations (as noted in the Note Purchase Agreement);

WHEREAS, the Grantor has granted, pursuant to a General Security Agreement of even date herewith in favor of the Purchasers (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 Guarantee and 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 Purchasers to enter into the Note Purchase Agreement and to induce the Purchasers to purchase the notes issued by the Issuer thereunder, the Grantor hereby agrees with the Purchasers 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 Note Purchase Agreement, unless otherwise noted.

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 it granted to the Purchasers, and grants to the Purchasers 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;

(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 Purchasers 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 Purchasers 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.

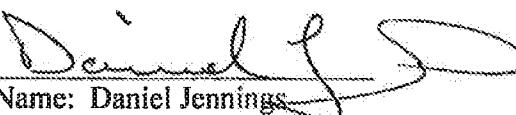
[SIGNATURE PAGES FOLLOW]

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

ACCEPTED AND AGREED
as of the date first above written:

CRESCENT MEZZANINE PARTNERS VI (CAYMAN), L.P.
CRESCENT MEZZANINE PARTNERS VIB (CAYMAN), L.P.
CRESCENT MEZZANINE PARTNERS VIC (CAYMAN SUB), LTD.,
By: its duly authorized signatory, Crescent Mezzanine Partners VIC (Cayman), L.P.

each, as a Purchaser

Each represented by its general partner Crescent Mezzanine VI, LLC



Name: Jean-Marc Chapus
Title: Managing Partner

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (NPA)]

TRADEMARK
REEL: 005115 FRAME: 0186

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