

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304804

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pure Oil Jobbers Cooperative, Inc.		05/05/2014	INC. ASSOCIATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	First Citizens Bank & Trust Company		
Street Address:	4300 Six Forks Road		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27609		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	0531875	PURE	
Registration Number:	2910031		
Registration Number:	2917532		
Registration Number:	0514028	PURE	
CORRESPONDENCE DATA			
Fax Number:	7043425264		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	704-342-5325		
Email:	rmcree@poynerspruill.com		
Correspondent Name:	M. Ruth McRee		
Address Line 1:	301 South College Street		
Address Line 2:	Suite 2300		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	024000.390		
NAME OF SUBMITTER:	M. Ruth McRee		
SIGNATURE:	/ruth mcree/		
DATE SIGNED:	05/16/2014		
Total Attachments: 4			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of the 5th day of May, 2014, is made by and between PURE OIL JOBBERS COOPERATIVE, INC., a cooperative association incorporated and existing under the laws of the State of North Carolina (the "Grantor"), and FIRST CITIZENS BANK & TRUST COMPANY, a North Carolina banking corporation (the "Secured Party"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Security Agreement, dated the date hereof, between the Grantor and the Secured Party, as from time to time amended, modified, supplemented or restated (the "Security Agreement").

WHEREAS, the Grantor has, pursuant to the Security Agreement granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor, in, to and under the Collateral as collateral security for the payment and performance in full when due of the Obligations; and

WHEREAS, the Grantor and the Secured Party wish to further memorialize the security interest described above as it relates to the registered and pending U.S. federal trademarks identified in Schedule A, attached hereto, and incorporated herein by this reference (the "Trademarks").

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby grants unto the Secured Party a security interest in and lien on all of its right, title and interest in the Trademarks, as collateral security for the payment and performance in full when due of the Obligations. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademarks 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.

[signatures on next page]

IN WITNESS WHEREOF, the Grantor has executed this Trademark Security Agreement as an instrument as of the date first written above.

PURE OIL JOBBERS COOPERATIVE, INC.,

Grantor

By: 

Name: Dennis Combs

Title: President

Acknowledged and Agreed:

FIRST CITIZENS BANK & TRUST COMPANY,

Secured Party

By: 

Name: J. Trent Bied

Title: Vice President

_SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademark Applications

None

Trademarks

Trademark	Registration #	Registration Date
Pure (Conoco)	531,875	10-10-1950
Firebird (Conoco)	2,910,031	12-14-2004
Firebird Logo	2,917,532	1-11-2005
Pure	514,028	8-23-1949