

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309345

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Southern Counties Oil Co.		06/30/2014	LIMITED PARTNERSHIP: CALIFORNIA
Cardlock Fuels System, Inc.		06/30/2014	CORPORATION: CALIFORNIA
United Fuel & Energy Co.		06/30/2014	CORPORATION: TEXAS
Goldstream, Inc.		06/30/2014	CORPORATION: NEVADA
PNEC Corporation		06/30/2014	CORPORATION: WASHINGTON
Coast Fuels, LLC		06/30/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
SC Fuels Trading, LLC		06/30/2014	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	Comerica Bank, as Agent		
Street Address:	39200 Six Mile Road		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4454298	CANYON STATE OIL	
Registration Number:	4447812	CANYON STATE OIL	
Registration Number:	3163430	SC FUELS	
Registration Number:	2974351	SC FUELS	
Registration Number:	3827488	PERFORMANCE 500	
Registration Number:	3758731	PERFORMANCE 500	
Registration Number:	2334452	CARDLOCK FUELS	
Registration Number:	2334451	CF	
CORRESPONDENCE DATA			
Fax Number:	7349302494		

OP \$215.00 4454298

TRADEMARK

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

Phone: 734-930-0121
Email: asujek@bodmanlaw.com
Correspondent Name: Angela Alvarez Sujek - Bodman PLC
Address Line 1: 201 South Division, Suite 400
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
SIGNATURE:	/Angela Alvarez Sujek/
DATE SIGNED:	07/01/2014

Total Attachments: 8

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AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of June 30, 2014 between the undersigned (individually each the "Debtor" and collectively the "Debtors") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Third Amended and Restated Revolving Credit and Term Loan Agreement dated as of June 30, 2014 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Southern Counties Oil Co., a California Limited Partnership ("Borrower"), the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrower and to provide for the issuance of Letters of Credit for the account of the Borrower, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of June 30, 2014, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrower pursuant to the Credit Agreement, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a

licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit

Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with Section 12 of the Credit Agreement.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

**SOUTHERN COUNTIES OIL CO. A
CALIFORNIA LIMITED PARTNERSHIP**

By: *Steven Greinke* COO/President
Its: Steven Greinke, COO/President

CARDLOCK FUELS SYSTEM, INC.

By: *Steven Greinke* COO/President
Its: Steven Greinke, COO/President

UNITED FUEL & ENERGY CO.

By: *Steven Greinke* COO/President
Its: Steven Greinke, COO/President

GOLDSTREAM, INC.

By: *Steven Greinke* COO/President
Its: Steven Greinke, COO/President

PNEC CORPORATION

By: *Steven Greinke* COO/President
Its: Steven Greinke, COO/President

COAST FUELS, LLC

By: Steven Greinke w/a

Its: Steven Greinke, Manager

SC FUELS TRADING, LLC

By: Steven Greinke w/a

Its: Steven Greinke, Manager

SECURED PARTY:

COMERICA BANK, as Agent

By: _____

Its: _____

SECURED PARTY:

COMERICA BANK, as Agent

By: 

Name: Peter E. Fitzpatrick

Title: Asst. Vice President

SCHEDULE 1.1**TRADEMARK COLLATERAL**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
CANYON STATE OIL (and Design)	85/920801	05/01/13	4,454,298	12/24/13	Southern Counties Oil Co., a California Limited Partnership
CANYON STATE OIL	85/920689	05/01/13	4,447,812	12/10/13	Southern Counties Oil Co., a California Limited Partnership
SC FUELS (and Design)	78/346741	12/30/03	3,163,430	10/24/06	Southern Counties Oil Co., a California Limited Partnership
SC FUELS	78/346729	12/30/03	2,974,351	07/19/05	Southern Counties Oil Co., a California Limited Partnership
PERFORMANCE 500	77/889299	12/09/09	3,827,488	08/03/10	Southern Counties Oil Co., a California Limited Partnership
PERFORMANCE 500	77/597412	10/21/08	3,758,731	03/09/10	Southern Counties Oil Co., a California Limited Partnership
CARDLOCK FUELS	75/484356	05/13/98	2,334,452	03/28/00	Cardlock Fuels Systems, Inc.

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
CF (and Design)	75/484354	05/13/98	2,334,451	03/28/00	Cardlock Fuels Systems, Inc.