

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318021

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nella Properties, LLC	FORMERLY Flyers, LLC	09/23/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1525 West W.T. Harris Blvd.		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2220184	FLYERS	
Registration Number:	2233526	FLYERS	
Registration Number:	2218399	FLYERS	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	(415) 278-9024		
Email:	landwebe@chapman.com		
Correspondent Name:	Joseph Landweber		
Address Line 1:	595 Market Street, 26th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94105		
NAME OF SUBMITTER:	JOSEPH LANDWEBER		
SIGNATURE:	/Joseph Landweber/		
DATE SIGNED:	09/25/2014		
Total Attachments: 6			
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, NELLA PROPERTIES, LLC, a California limited liability company (fka Flyers, LLC) (the "Grantor"), owns and uses in its business various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor, Flyers Energy, LLC, a California limited liability company ("Flyers"), Western Energetix, LLC, a Nevada limited liability company ("Energetix"), Western Energetix Terminals, LLC, a Nevada limited liability company ("Terminals"), Flyers Transportation, LLC, a California limited liability company ("Transportation") and Caminol Management, LLC, a California limited liability company ("Caminol", and together with Flyers, Energetix, Terminals, Transportation and Grantor, each a "Borrower" and, collectively, the "Borrowers") have entered into that certain Credit Agreement, dated as of September 23, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the lenders party thereto from time to time (the "Lenders"), and Wells Fargo Bank, National Association, as the administrative agent for the Lenders (the "Administrative Agent"); and

WHEREAS, pursuant to the terms of a Collateral Agreement dated as of September 23, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Grantor, the Administrative Agent (in such capacity, the "Secured Party") and the other grantors from time to time party thereto, the Grantor has created in favor of the Secured Party a security interest in, and the Secured Party has become a secured creditor with respect to, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms and conditions of the Collateral Agreement, to evidence further the security interest granted by the Grantor to the Secured Party pursuant to the Collateral Agreement, the Grantor hereby grants to the Secured Party a security interest in all of the Grantor's right, title, and interest in and to the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

(i) all right, title, and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including the trademarks set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents, and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance

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(whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

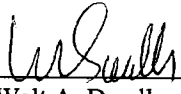
The Grantor does hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature pages to follow.]

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IN WITNESS WHEREOF, the Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of September 23, 2014.

NELLA PROPERTIES, LLC (fka Flyers, LLC)
a California limited liability company

By: 
Name: Walt A. Dwelle
Title: Manager

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*Signature Page to Grant of Trademark Security Interest
(Nella Properties)*

**TRADEMARK
REEL: 005368 FRAME: 0858**

Schedule A
to
Grant of Trademark Security Interest

Owner	Trademark Description	Registration/ Appl. Number	Registration/ Appl. Date
Flyers, LLC	FLYERS	2,220,184	01/26/1999
Flyers, LLC	FLYERS	2,233,526	03/23/1999
Flyers, LLC	FLYERS	2,218,399	01/19/1999

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