

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360110

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
United Refining Company		10/20/2015	CORPORATION: PENNSYLVANIA
UNITED REFINING COMPANY OF PENNSYLVANIA, a Pennsylvania corporation		10/20/2015	CORPORATION: PENNSYLVANIA
COUNTRY FAIR, INC., a Pennsylvania corporation		10/20/2015	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	The Tower at PNC Plaza, 300 Fifth Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1411019	KWIK FILL K
Registration Number:	1479033	K KWIK FILL
Registration Number:	2074219	KWIK FILL ROADHOUSE
Registration Number:	1017668	UNITED
Registration Number:	1030493	UNITED
Registration Number:	1045094	U
Registration Number:	2048678	UNITED REFINING CO.
Registration Number:	2054040	U
Registration Number:	0302964	KEYSTONE
Registration Number:	0813194	KEYSTONE
Registration Number:	0828687	DRY LINE
Registration Number:	1438888	SUPER KWIK
Registration Number:	2368470	POWER FLIGHT 100
Registration Number:	2008394	SUBFARE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2163960	COUNTRY FAIR
Registration Number:	2797257	COUNTRY FAIR EXPRESS
Registration Number:	2224280	PIZZA FARE
Registration Number:	3523675	ROASTERS CUP PREMIUM BLEND COFFEE
Serial Number:	77533393	K
Serial Number:	77533318	JAVAQUEST

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Susan O'Brien

Address Line 1: 187 Wolf Road, Suite 101

Address Line 2: CT Lien Solutions

Address Line 4: Albany, NEW YORK 12205

NAME OF SUBMITTER:	Susan O'Brien
SIGNATURE:	/Michael Barys/
DATE SIGNED:	10/27/2015

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 20, 2015, is made by UNITED REFINING COMPANY, a Pennsylvania corporation ("URC"), UNITED REFINING COMPANY OF PENNSYLVANIA, a Pennsylvania corporation ("URCPA"), and COUNTRY FAIR, INC., a Pennsylvania corporation ("Country Fair" and, together with URC and URCPA, individually a "Grantor" and collectively, the "Grantors"), in favor of PNC BANK, NATIONAL ASSOCIATION ("Grantee"), as Agent for the financial institutions which are now or which hereafter become a party (collectively, the "Lenders" and each individually, a "Lender") to that certain Amended, Restated and Consolidated Revolving Credit, Term Loan and Security Agreement (as in effect on the date hereof and as amended, modified and supplemented from time to time, the "Credit Agreement"), dated of even date hereof, by and among Grantors, certain affiliates of Grantors, Grantee and Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have extended and may extend certain loans and other financial accommodations to the Grantors;

WHEREAS, under the terms of the Credit Agreement, the Grantors have granted to Grantee a security interest in, among other property, the intellectual property of the Grantors; and

WHEREAS, the Grantors have agreed to execute and deliver this Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors agree with the Grantee as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. Grant of Security. Each of the Grantors hereby pledge and grant to the Grantee a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(a) the Trademarks and Trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantors' business symbolized by the foregoing or connected therewith (the "Trademarks");

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. Each of the Grantors hereby authorizes the Commissioner for Trademarks and any other government officials, to record and register this Agreement upon request by the Grantee.

4. Other Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Grantee with respect to the Trademark Collateral are as provided by the Credit Agreement and Other Documents and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Termination. This Agreement shall automatically terminate and the Trademark Collateral shall automatically be released from the lien created hereby when all the Obligations (other than contingent indemnification obligations in respect of which no claim has been made) have been indefeasibly paid in full and the Commitments of the Lenders to make any Loan or to issue any Letter of Credit under the Credit Agreement shall have terminated and all Letters of Credit have been terminated or cash collateralized in accordance with the provisions of the Credit Agreement.

6. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement.

7. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of

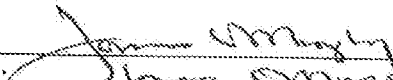
Pennsylvania, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

9. Disputes. All claims, disputes and controversies between the Grantors and Grantee, whether in tort, contract or otherwise, arising out of or relating in any way to this Agreement, shall be governed by the dispute resolution provisions set forth in the Credit Agreement.


[Signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

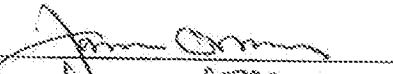
UNITED REFINING COMPANY

By:  (SEAL)
Name: James O'Malley
Title: Treasurer

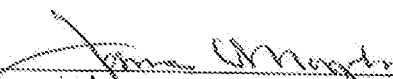
UNITED REFINING COMPANY OF PENNSYLVANIA

By:  (SEAL)
Name: James O'Malley
Title: Treasurer

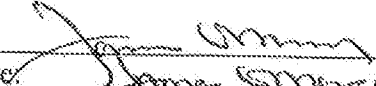
KIANTONE PIPELINE CORPORATION

By:  (SEAL)
Name: James O'Malley
Title: Treasurer

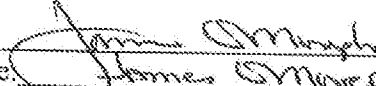
COUNTRY FAIR, INC.

By:  (SEAL)
Name: James O'Malley
Title: Treasurer

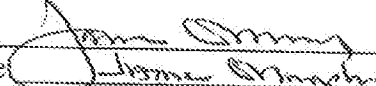
UNITED REFINING COMPANY OF NEW YORK, INC.

By:  (SEAL)
Name: James S. Murphy
Title: Treasurer

UNITED BIOFUELS, INC.


By:  (SEAL)
Name: James S. Murphy
Title: Treasurer

KWIK-FILL CORPORATION

By:  (SEAL)
Name: James S. Murphy
Title: Treasurer

AGREED TO AND ACCEPTED:

PNC BANK, NATIONAL ASSOCIATION
as Agent for the Lenders







By: 
Name: *James M. Shelby*
Title: *Vice President*

Address: The Tower at PNC Plaza
 300 Fifth Avenue
 Pittsburgh, PA 15222




[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005653 FRAME: 0385



SCHEDULE 1
TRADEMARKS AND TRADEMARK APPLICATIONS

MARK	NAME OF MARK	REGISTRATION DATE	REGISTRATION # (Jurisdiction)	CLASS NUMBER(s)	GOODS/SERVICES	OWNER
	Fanciful "K" and KWIK FILL	12/17/84	849126 (PA)	PA 4	Gasoline	United Refining Company of Pennsylvania
	KWIK FILL & Design	12/17/84	849127 (PA)	PA 37	Gasoline Station Services	United Refining Company of Pennsylvania
	Fanciful "K" and KWIK FILL	1/8/1985	R-27793 (NY)	NY 15	Gasoline	United Refining Company of Pennsylvania
	KWIK FILL & Design	11/10/1994	S-14347 (NY)	NY 100	Gasoline Station Services	United Refining Company of Pennsylvania
	KWIK FILL & Design	9/30/1986	1,411,019 (US)	INT. 4	Gasoline	United Refining Company of Pennsylvania
	KWIK FILL K & DESIGN	3/1/1988	1,479,033 (US)	INT. 37 & 42	Auto Service Stations, Convenience Stores	United Refining Company of Pennsylvania
KWIK FILL ROADHOUSE ®	KWIK FILL ROADHOUSE	6/24/1997	2,074,219 (US)	INT. 42	Restaurant, Hotel, Motel Services and Public Bath Facilities	United Refining Company
UNITED ®	UNITED	8/5/1975	1,017,668 (US)	INT. 4	Gasoline	United Refining Company
UNITED ®	UNITED	1/20/1976	1,030,493 (US)	INT. 4	Petroleum Products	United Refining Company

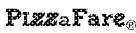
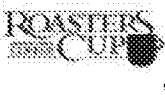



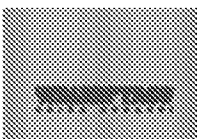
[Schedule 1 - Trademark Security Agreement]

MARK	NAME OF MARK	REGISTRATION DATE	REGISTRATION # (Jurisdiction)	CLASS NUMBER(s)	GOODS/SERVICES	OWNER
	U (Stylized)	7/27/1976	1,045,094 (US)	INT. 40	Processing Petroleum Products for Others	United Refining Company
UNITED REFINING CO.®	UNITED REFINING CO.	4/1/1997	2,048,678 (US)	INT. 4 & 19	Petroleum Products and Asphalt	United Refining Company
	U (Stylized)	4/22/1997	2,054,040 (US)	INT. 4 & 19	Petroleum Products and Asphalt	United Refining Company
	KEYSTONE & Design	5/2/1933	302,964 (US)	INT. 4	Gasoline	United Refining Company
KEYSTONE®	KEYSTONE	8/16/1966	813,194 (US)	US 103	Truck/Auto Repair and Service	United Refining Company
DRY LINE®	DRYLINE	5/9/1967	828,687 (US)	US 15	Gasoline Additive	United Refining Company
SUPER KWIK®	SUPERKWIK	5/12/1987	1,438,888 (US)	INT. 4	Gasoline	United Refining Company
POWER FLIGHT 100®	POWERFLIGHT 100	7/18/2000	2,368,470 (US)	INT. 4	Gasoline	United Refining Company
SUBFARE®	SUBFARE	10/15/1996	2,008,394 (US)	INT. 42	Restaurant Services featuring submarine sandwiches and related food and beverage products	Country Fair, Inc.
COUNTRY FAIR®	COUNTRY FAIR	6/9/1998	2,163,960 (US)	INT. 35	Retail Convenience Store Services	Country Fair, Inc.

[Schedule 1 - Trademark Security Agreement]

MARK	NAME OF MARK	REGISTRATION DATE	REGISTRATION # (Jurisdiction)	CLASS NUMBER(s)	GOODS/ SERVICES	OWNER
CAPPUCHINKO ™	CAPPUCHINKO	1/16/97	S-15591 (NY)	NY 100	Retail Sale of Beverages	Country Fair, Inc.
CAPPUCHINKO ™	CAPPUCHINKO	5/5/97	2753671 (PA)	PA 42	Retail Sale of Beverages	Country Fair, Inc.
	REAL MEAT	Used without registration	NA	INT. 30	Sandwiches for consumption on and off the premises.	Country Fair, Inc.
COUNTRY FAIR EXPRESS ®	COUNTRY FAIR EXPRESS	12/23/03	US 2,797,257	Int. 35	Retail convenience store services featuring gasoline and grocery store products	Country Fair, Inc.
NEW YORKER ™	NEW YORKER	Used without registration	US	Int. 30	Sandwiches for consumption on and off the premises	Country Fair, Inc.
	SMOKER'S OUTLET	Used without registration	NA	NA	Gas station and Convenience Store Services	United Refining Company of Pennsylvania
KWIK FILL, FOR ALL YOU'VE GOT THAT'S RUNNING ON EMPTY ™	FOR ALL YOU'VE GOT THAT'S RUNNING ON EMPTY	Used without registration	NA	Int. 42 (as filed 1/3/95)	Gas station and Convenience Store Services	Scott Nelson, dba Nelson Creative Works (listed on application)
ONLY AT KWIK FILL. THE FREQUENT FUELER PEOPLE ™	ONLY AT KWIK FILL. THE FREQUENT FUELER PEOPLE	Used without registration	NA	Int. 35	Retail convenience store services featuring gasoline and grocery store products	United Refining Company of Pennsylvania

[Schedule 1 - Trademark Security Agreement]

MARK	NAME OF MARK	REGISTRATION DATE	REGISTRATION # (Jurisdiction)	CLASS NUMBER(s)	GOODS/SERVICES	OWNER
	PIZZA FARE	2/16/99	2,224,280 (US)	Int. 42	Restaurant services featuring pizza and related food and beverages products for consumption on and off the premises	Country Fair, Inc.
	ROASTERS CUP	10/22/08	3,523,675 (US)	Int. 30	Coffee; Ground coffee beans; Prepared coffee and coffee-based beverages; Roasted coffee beans	Country Fair, Inc.
	JAVA QUEST SUN LOGO	Application filed 7/29/08	Pending (US) 77533393	Int. 30	Coffee; Ground coffee beans; Prepared coffee and coffee-based beverages; Roasted coffee beans	United Refining Company of Pennsylvania
	JAVA QUEST WORDMARK	Application filed 7/29/08	Pending (US) 77533318	Int. 30	Coffee; Ground coffee beans; Prepared coffee and coffee-based beverages; Roasted coffee beans	United Refining Company of Pennsylvania
	Country Select	Used without registration Registration pending	US	032, 029	Private label bottled water and potato chips	Country Fair, Inc.
	Walkin' Taco	Used without registration	US		Restaurant services featuring tacos in a bag with condiments as ordered	Country Fair, Inc.

[Schedule 1 - Trademark Security Agreement]