TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367304

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gulf Oil Limited Partnership		12/29/2015	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	BMO Harris Bank, N.A.
Street Address:	115 S. LaSalle - 17th Floor West
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 62

Property Type	Number	Word Mark
Registration Number:	318435	GULFCREST
Registration Number:	610573	GULF
Registration Number:	610574	GULF
Registration Number:	621650	GULF
Registration Number:	623895	GULF
Registration Number:	632985	GULF
Registration Number:	621651	GULF
Registration Number:	624333	GULF
Registration Number:	624274	GULF
Registration Number:	621652	GULFPRIDE
Registration Number:	621657	GULFLEX
Registration Number:	625732	HARMONY
Registration Number:	641269	GULFCUT
Registration Number:	650783	DIESELECT
Registration Number:	652958	GULFCROWN
Registration Number:	663667	GULFWAY
Registration Number:	689003	GULF
Registration Number:	698008	GULF LUBCOTE

CH $1565.00 318435

Property Type	Number	Word Mark
Registration Number:	698848	SUPER-QUENCH
Registration Number:	707989	GULF NO-RUST
Registration Number:	766218	SAPHIRE
Registration Number:	774014	TRANSCREST
Registration Number:	834966	
Registration Number:	938491	GULFCO
Registration Number:	997161	GULF
Registration Number:	995472	GULF
Registration Number:	1002489	GULFCREST
Registration Number:	1030495	HARMONY
Registration Number:	1647838	ADVENT 21
Registration Number:	1792325	FUEL FOR THE NEXT CENTURY
Registration Number:	2284495	A NAME YOU KNOW. A NAME YOU CAN TRUST.
Registration Number:	3920151	GULF
Registration Number:	3920152	GULF
Registration Number:	3854251	GULF
Registration Number:	3854252	GULF
Registration Number:	3690218	WAVE
Registration Number:	3828838	WAVE
Registration Number:	3772411	
Registration Number:	3828839	
Registration Number:	3867956	WAVE
Registration Number:	3723197	WAVE
Registration Number:	3944694	GREAT ISLAND ENERGY
Registration Number:	3938293	GIE GREAT ISLAND ENERGY
Registration Number:	3828947	GFORCE PREMIUM OILHEAT
Registration Number:	3828948	GFORCE PREMIUM OILHEAT
Registration Number:	3835888	WAVE EXPRESS
Registration Number:	3801199	LIFE ... ONE MILE AT A TIME
Registration Number:	3801200	LIFE ... ONE MILE AT A TIME
Registration Number:	3433357	GULF
Registration Number:	3621100	GULF
Registration Number:	3390313	LIFE ... ONE MILE AT A TIME
Registration Number:	3913488	GULF ADVANTAGE
Registration Number:	3914253	WAVE EXPRESS
Registration Number:	4149073	GET SPOTTED & GIVE HOPE
Registration Number:	4314458	GULF ELECTRICITY
Registration Number:	4535574	GULF SUPER DUTY

Property Type	Number	Word Mark
Registration Number:	4382686	GULFTEC
Registration Number:	4367212	GULFLUBE
Registration Number:	4378876	GULFSOL
Registration Number:	4371130	GULFSPIN
Registration Number:	4566292	GULF ELECTRICITY
Serial Number:	86594982	GULF DIESELMOTIVE

CORRESPONDENCE DATA

Fax Number: 2123037064

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: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	92009.00007 (ABL)
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	12/29/2015

Total Attachments: 6

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ABL GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS ABL GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), effective as of December 29, 2015, is made by Gulf Oil Limited Partnership, a Delaware limited partnership (the "Grantor"), in favor of BMO Harris Bank, N.A., as collateral agent (the "Agent") for the Secured Parties (as defined in the Credit Agreement described below).

W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated as of October 28, 2015, by and among Chelsea Petroleum Products Holdings, LLC, a Delaware limited liability company (the "Parent"), Chelsea Petroleum Products I, LLC, a Delaware limited liability company (the "Parent Borrower"), Chelsea Petroleum Products II, LLC, a Delaware limited liability company and a direct wholly-owned subsidiary of the Borrower (the "General Partner") and BMO Harris Bank, N.A., as administrative agent and collateral agent, and the other parties from time to time party thereto, the Lenders have severally agreed to make Loans and other extensions of credit to the Parent Borrower and the Subsidiary Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered that certain Pledge and Security Agreement, dated as of October 28, 2015, in favor of the Agent for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement");

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor has pledged and granted to the Agent for the ratable benefit of the Secured Parties a continuing security interest in its Intellectual Property included in the Collateral, including the Trademarks (as defined below) included in the Collateral; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Secured Parties, 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 or provided by reference in the Pledge and Security Agreement or, if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges, assigns, hypothecates and grants to the Agent, for the benefit of the Secured Parties, a security interest in and a Lien on all of the Grantor's right, title and interest in and to all of its property and assets, including, but not limited to, all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers (including, without limitation, those items listed on Schedule A hereto), whether registered or unregistered, together, in each case, with the goodwill symbolized thereby, wherever located, whether now owned or in the future acquired by the Grantor and whether now existing or in the future coming into existence (collectively, the "Trademarks");

provided that, the Trademarks shall not include any United States intent-to-use trademark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent in connection with the Pledge and Security Agreement and is expressly subject to the terms and conditions thereof. The Pledge and Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Pledge and 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 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed signature page of this Agreement by facsimile transmission or by electronic mail as a ".pdf" or ".tif" attachment shall be effective as delivery of a manually executed counterpart hereof.

SECTION 6. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and contributed and interpreted in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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.

GULF OIL LIMITED PARTNERSHIP, as the Grantor

By: Chelsea Petroleum Products II, LLC,
its general partner

By: X _____
Daniel R. Revers, President

[Signature Page to ABL Grant of Security Interest in Trademarks]

BMO HARRIS BANK, N.A.,
as the Agent

By: _____
Name: Terrence McKenna
Title: Vice President

[Signature Page to ABL Grant of Security Interest in Trademarks]

SCHEDULE A

Trademark Registrations and Applications

	Serial	Reg.	Registration Date	Word Mark
1.	71352615	318435	October 23, 1934	GULFCREST
2.	71676971	610573	August 16, 1955	GULF
3.	71676972	610574	August 16, 1955	GULF
4.	71687559	621650	February 21, 1956	GULF
5.	71687560	623895	March 27, 1956	GULF
6.	71687563	632985	August 21, 1956	GULF
7.	71687576	621651	February 21, 1956	GULF
8.	71687577	624333	April 3, 1956	GULF
9.	71687578	624274	April 3, 1956	GULF
10.	71687583	621652	February 21, 1956	GULFPRIDE
11.	71687593	621657	February 21, 1956	GULFLEX
12.	71692395	625732	April 24, 1956	HARMONY
13.	72009264	641269	February 12, 1957	GULFCUT
14.	72022912	650783	August 27, 1957	DIESELECT
15.	72022914	652958	October 15, 1957	GULFCROWN
16.	72034856	663667	July 1, 1958	GULFWAY
17.		689003		GULF[1]
18.		698008		GULF LUBCOTE[2]
19.	72079855	698848	June 7, 1960	SUPER-QUENCH
20.	72087875	707989	December 6, 1960	GULF NO-RUST
21.	72170404	766218	March 10, 1964	SAPHIRE
22.	72180734	774014	July 28, 1964	TRANSCREST
23.	72261612	834966	September 12, 1967	Not Applicable - Design Only
24.	72408383	938491	July 25, 1972	GULFCO
25.	72455044	997161	October 29, 1974	GULF
26.	72463218	995472	October 8, 1974	GULF
27.	73023042	1002489	January 28, 1975	GULFCREST
28.	73052950	1030495	January 20, 1976	HARMONY
29.	74077516	1647838	June 18, 1991	ADVENT 21[3]
30.	74195168	1792325	September 14, 1993	FUEL FOR THE NEXT CENTURY
31.	75359451	2284495	October 12, 1999	A NAME YOU KNOW. A NAME YOU CAN TRUST
32.	77476525	3920151	February 15, 2011	GULF
33.	77476536	3920152	February 15, 2011	GULF
34.	77477052	3854251	September 28, 2010	GULF
35.	77477075	3854252	September 28, 2010	GULF

[1] No renewal filed by Gulf Oil Limited Partnership. Mark abandoned in ordinary course of business.
[2] No renewal filed by Gulf Oil Limited Partnership. Mark abandoned in ordinary course of business.
[3] No renewal filed by Gulf Oil Limited Partnership. Mark abandoned in ordinary course of business.

36.	77478284	3690218	September 29, 2009	WAVE
37.	77478298	3828838	August 3, 2010	WAVE
38.	77478309	3772411	April 6, 2010	Not Applicable - Design Only
39.	77478322	3828839	August 3, 2010	Not Applicable - Design Only
40.	77478328	3867956	October 26, 2010	WAVE
41.	77478337	3723197	December 8, 2009	WAVE
42.	77478349	3944694	April 12, 2011	GREAT ISLAND ENERGY
43.	77478359	3938293	March 29, 2011	GIE GREAT ISLAND ENERGY
44.	77577017	3828947	August 3, 2010	GFORCE PREMIUM OILHEAT
45.	77577020	3828948	August 3, 2010	GFORCE PREMIUM OILHEAT
46.	77690977	3835888	August 17, 2010	WAVE EXPRESS
47.	78740768	3801199	June 8, 2010	LIFE ... ONE MILE AT A TIME
48.	78740885	3801200	June 8, 2010	LIFE ... ONE MILE AT A TIME
49.	78961017	3433357	May 20, 2008	GULF
50.	78973890	3621100	May 12, 2009	GULF
51.	78979479	3390313	February 26, 2008	LIFE ... ONE MILE AT A TIME
52.	85049501	3913488	February 1, 2011	GULF ADVANTAGE
53.	85068897	3914253	February 1, 2011	WAVE EXPRESS
54.	85354198	4149073	May 29, 2012	GET SPOTTED & GIVE HOPE
55.	85549536	4314458	April 2, 2013	GULF ELECTRICITY
56.	85713521	4535574	May 27, 2014	GULF SUPER DUTY
57.	85713534	4382686	August 13, 2013	GULFTEC
58.	85713539	4367212	July 16, 2013	GULFLUBE
59.	85713546	4378876	August 6, 2013	GULFSOL
60.	85713562	4371130	July 23, 2013	GULFSPIN
61.	85832680	4566292	July 15, 2014	GULF ELECTRICITY
62.	86594982	Pending	Pending	GULF DIESELMOTIVE