

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480555

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|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------------|----------|----------------|---|
| Petroleum Heat and Power Co., Inc. | | 07/02/2018 | Corporation: MINNESOTA |
| Star Group, L.P. | | 07/02/2018 | Limited Partnership: DELAWARE |
| Richland Partners, LLC | | 07/02/2018 | Limited Liability Company: PENNSYLVANIA |
| Champion Energy LLC | | 07/02/2018 | Limited Liability Company: DELAWARE |
| Petro Holdings, Inc. | | 07/02/2018 | Corporation: MINNESOTA |
| Griffith Energy Services, Inc. | | 07/02/2018 | Corporation: NEW YORK |

RECEIVING PARTY DATA

| | |
|--------------------------|--|
| Name: | JPMorgan Chase Bank, N.A., as collateral agent |
| Street Address: | MC: NY1-C413 |
| Internal Address: | 4 Chase Metrotech Center |
| City: | Brooklyn |
| State/Country: | NEW YORK |
| Postal Code: | 11245-0001 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 18

| Property Type | Number | Word Mark |
|-----------------------------|---------|------------------------------|
| Registration Number: | 3514854 | PETRO |
| Registration Number: | 4026203 | PETRO |
| Registration Number: | 3421803 | SURE START |
| Registration Number: | 3678856 | LEFFLER ENERGY |
| Registration Number: | 3851247 | FOUR POINTS |
| Registration Number: | 3846285 | FOUR POINTS |
| Registration Number: | 4227317 | RYE ENERGY |
| Registration Number: | 4134946 | |
| Registration Number: | 4141899 | HOFFMAN ENERGY |
| Registration Number: | 4661654 | C. HOFFBERGER EASTERN ENERGY |
| Registration Number: | 4141901 | J.J. SKELTON ENERGY |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 4134984 | HOFFMAN |
| Registration Number: | 5170493 | SOUTHERN PROPANE |
| Registration Number: | 5170490 | MOUNTAIN GAS |
| Registration Number: | 4117629 | GRIFFITH ENERGY SERVICES, INC. DOGGONE D |
| Registration Number: | 3872078 | OIL |
| Serial Number: | 87581694 | HARMONY |
| Serial Number: | 87598930 | |

CORRESPONDENCE DATA

Fax Number: 2124552502

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: 2124553222

Email: jnull@stblaw.com

Correspondent Name: Alexander Raytman

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, CALIFORNIA 10017

| | |
|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 509265/1591 |
| NAME OF SUBMITTER: | J. Jason Mull |
| SIGNATURE: | /J. Jason Mull/ |
| DATE SIGNED: | 07/03/2018 |

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of July 2, 2018 is made by Petroleum Heat and Power Co., Inc., a Minnesota Corporation, Star Group, L.P., a Delaware Limited Partnership, Richland Partners, LLC, a Pennsylvania Limited Liability Company, Champion Energy LLC, a Delaware Limited Liability Company, Petro Holdings, Inc., a Minnesota Corporation, and Griffith Energy Services, Inc., a New York Corporation, (each a “Grantor” and, collectively the “Grantors”), in favor of JPMorgan Chase Bank, N.A., a national banking association, as collateral agent (the “Collateral Agent”) for the Secured Parties to the Credit Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 17, 2004, among the Borrower, the Grantors, the Lenders, other parties from time to time thereto, and the Collateral Agent (as amended and restated on July 30, 2015 and July 2, 2018, and together with all amendments and modifications, if any, from time to time made thereto, the “Credit Agreement”), the Secured Parties have severally agreed to extend credit and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower, the Grantors and other parties from time to time thereto have executed and delivered a Pledge and Security Agreement, dated as of December 17, 2004, in favor of the Collateral Agent, as secured party (as amended and restated on July 30, 2015 and July 2, 2018, and together with all amendments and modifications, if any, from time to time made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors pledged and granted to the Collateral Agent on behalf of and for the benefit of the Secured Parties a continuing security interest in all Intellectual Property Rights, including the Trademarks; and

WHEREAS, the Grantors have 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 Secured Parties to extend credit and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantors and the Collateral Agent, 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 Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantors hereby pledge and grant a continuing security interest in all of its right, title and interest in, to and under all the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Collateral Agent

on behalf of and for the benefit of the Secured Parties to secure the prompt and complete payment and performance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors 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 Collateral Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and 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 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.


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PETROLEUM HEAT AND POWER CO.
INC., as Grantor


By: 
Name: Richard F. Ambury
Title: Chief Financial Officer

STAR GROUP, L.P.,
as Grantor


By: Kestrel Heat, LLC, its general partner

By: 
Name: Richard F. Ambury
Title: Chief Financial Officer


RICHLAND PARTNERS, LLC, as
Grantor

By: 
Name: Richard F. Ambury
Title: Chief Financial Officer

CHAMPION ENERGY LLC
as Grantor

By: 
Name: Richard F. Ambury
Title: Chief Financial Officer

PETRO HOLDINGS, INC. as Grantor

By: 
Name: Richard F. Ambury
Title: Chief Financial Officer

GRIFFITH ENERGY SERVICES, INC.,
as Grantor

By: 
Name: Richard F. Ambury
Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A., as
Collateral Agent

by

Donna DiForio

Name:

Title:

Donna DiForio
Authorized Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006371 FRAME: 0850

SCHEDULE A**U.S. Trademarks Registrations and Applications**

| <u>Trademark</u> | <u>Owner</u> | <u>Registration or Serial Number</u> |
|---|------------------------------------|---|
| PETRO and Design | Petroleum Heat and Power Co., Inc. | 3,514,854 |
| PETRO (Word Mark) | Petroleum Heat and Power Co., Inc. | 4,026,203 |
| SURE START | Star Group , L.P. | 3,421,803 |
| LEFFLER ENERGY (Word mark) | Richland Partners, LLC | 3,678,856 |
| FOUR POINTS | Petroleum Heat and Power Co., Inc. | 3,851,247 |
| FOUR POINTS and Design | Petroleum Heat & Power Co., Inc. | 3,846,285 |
| RYE ENERGY and Design | Petroleum Heat & Power Co., Inc., | 4,227,317 |
| SUNBURST Design | Champion Energy LLC | 4,134,946 |
| HOFFMAN ENERGY and Design | Champion Energy LLC | 4,141,899 |
| C. HOFFBERGER EASTERN ENERGY and Design | Champion Energy LLC | 4,661,654 |
| J.J. SKELTON ENERGY and Design | Champion Energy LLC | 4,141,901 |
| HOFFMAN Design | Champion Energy LLC | 4,134,984 |
| Harmony | Petro Holdings, Inc. | 87/581,694 |
| Design only | Petroleum Heat & Power Co., Inc. | 87/598,930 |
| Design only | Petroleum Heat & Power Co., Inc. | 5,170,493 |
| Design only | Petroleum Heat & Power Co., Inc. | 5,170,490 |
| Design only | Petroleum Heat & Power Co., Inc. | 4,026,203 |
| Doggone Dependable and design | Griffith Energy Services, Inc. | 4,117,629 |
| Lisa and the Dog and design | Griffith Energy Services, Inc. | 3,872,078 |