

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM514788

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Petroleum Corporation		03/18/2019	Corporation: CALIFORNIA
Maxum Enterprises LLC		03/18/2019	Limited Liability Company: DELAWARE
Maxum Petroleum Operating Company		03/18/2019	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	PNC Bank, National Association
<b>Street Address:</b>	500 First Avenue, 4th Floor (P7-PFSC-04-L)
<b>Internal Address:</b>	Commercial Lending Services/DCC
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15219
<b>Entity Type:</b>	Association: UNITED STATES

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
<b>Registration Number:</b>	3547223	GENERAL PETROLEUM
<b>Registration Number:</b>	3472766	GP
<b>Registration Number:</b>	3787392	MAXUM
<b>Registration Number:</b>	4892399	PILOT THOMAS LOGISTICS
<b>Registration Number:</b>	4889206	PILOT THOMAS

## CORRESPONDENCE DATA

Fax Number: 8009144240

*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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

TRADEMARK

<b>NAME OF SUBMITTER:</b>	Elaine Carrera
<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	03/18/2019
<b>Total Attachments: 10</b> source=17. Maxum - Amended and Restated Trademark Security Agreement#page1.tif source=17. Maxum - Amended and Restated Trademark Security Agreement#page2.tif source=17. Maxum - Amended and Restated Trademark Security Agreement#page3.tif source=17. Maxum - Amended and Restated Trademark Security Agreement#page4.tif source=17. Maxum - Amended and Restated Trademark Security Agreement#page5.tif source=17. Maxum - Amended and Restated Trademark Security Agreement#page6.tif source=17. Maxum - Amended and Restated Trademark Security Agreement#page7.tif source=17. Maxum - Amended and Restated Trademark Security Agreement#page8.tif source=17. Maxum - Amended and Restated Trademark Security Agreement#page9.tif source=17. Maxum - Amended and Restated Trademark Security Agreement#page10.tif	

**FIFTH AMENDED AND RESTATED GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS**

This Fifth Amended and Restated Grant of Security Interest in Trademark Rights (this "Agreement"), dated March 18, 2019, is made by General Petroleum Corporation, a California corporation ("General Petroleum"), Maxum Petroleum Operating Company, a Delaware corporation ("MPOC"), and Maxum Enterprises LLC, a Delaware limited liability company ("Maxum"), (General Petroleum, MPOC, and Maxum are each, a "Grantor" and collectively, the "Grantors"), in favor of PNC Bank, National Association, as administrative agent and collateral agent for the Secured Parties (as defined in the Loan Agreement) (in such capacity, the "Agent"), and each other Secured Party in connection with that certain Amended and Restated Credit and Security Agreement, dated of even date herewith (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"), by and among the Grantors, the other Borrowers (as defined in the Loan Agreement), the other Guarantors (as defined in the Loan Agreement), the Lenders (as defined in the Loan Agreement) from time to time party thereto, the Issuers (as defined in the Loan Agreement) from time to time party thereto, the Swing Loan Lender (as defined in the Loan Agreement) and the Agent.

**WITNESSETH**

WHEREAS, pursuant to the Loan Agreement, the Lenders have severally agreed to continue to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, the Grantors agreed to pledge and grant to the Agent (for its benefit and for the benefit of each other Secured Party) a continuing first-priority security interest in all Trademarks (as hereinafter defined); and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Parties to continue to make financial accommodations to the Loan Parties pursuant to the Loan Agreement, each Grantor agrees, for the benefit of the Agent and each other Secured Party, as follows:

1. Incorporation of the Loan Agreement.

The Loan Agreement is hereby incorporated herein in its entirety by this reference thereto. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement.

2. Grant of Security Interest.

To secure the prompt payment and performance to the Agent and each Lender of the Obligations, each Grantor hereby mortgages, pledges, grants and conveys to the Agent for its benefit and for the ratable benefit of each other Secured Party a continuing first-priority security interest in and to and Lien on all of such Grantor's right, title and interest in and to all of the following, whether now owned or existing or hereafter acquired or arising and wheresoever located:

(i) trademarks, service marks, trade names, and registrations and applications for registration for any of the foregoing, including, without limitation, the registrations and applications for registration (but excluding any “intent to use” application to register any trademark or service mark prior to filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark to the extent the creation of a Lien thereon or the grant of a security interest thereon would void or invalidate such trademark or service mark) listed on Schedule A attached hereto and made a part hereof (such registrations and applications for registration being referred to collectively as the “Registered Trademarks”), and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trade names, and registrations and applications for registration thereof, together with the items described in clauses (a) - (d), are hereinafter individually and/or collectively referred to as the “Trademarks”); and

(ii) the entire goodwill connected with and symbolized by the Trademarks (together with the Trademarks, collectively, the “Collateral”).

3. Restrictions on Future Security Interests.

Each Grantor agrees that until (i) Payment in Full and the termination of the Loan Agreement and all of the Other Documents, no Grantor will, without the Agent’s prior written consent (which consent will not be unreasonably withheld), enter into any agreement relating to the Collateral (other than any applicable Other Documents), and (ii) each Grantor further agrees that no Grantor will take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, in the case of each of clause (i) and (ii) of this Section 3 that would affect the validity or enforcement of the rights granted to the Agent (for itself and for the benefit of the other Secured Parties) under this Agreement, except as otherwise permitted pursuant to the Loan Agreement.

4. Trademarks.

Each Grantor hereby appoints and constitutes the Agent its true and lawful attorney, with full power of substitution and with full power and authority to modify this Agreement by amending Schedule A to include any future Trademarks that would be Registered Trademarks under Section 2 above, and to file or refile the Notice of Security Interest in U.S. Trademarks, dated of even date herewith, executed by the Grantors in favor of the Agent (the “Notice of Security Interest”), containing Schedule A attached hereto or an amended Schedule A with the United States Patent and Trademark Office (the “USPTO”).

5. Representations and Warranties.

Each Grantor represents and warrants to and agrees with the Agent that, except as otherwise set forth in Schedule A hereto:

(i) The Registered Trademarks set forth on Schedule A are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(ii) Each of the Registered Trademarks set forth on Schedule A is valid and, to such Grantor’s knowledge, enforceable;

(iii) Each Grantor, as applicable, is the owner of the Trademarks set forth on Schedule A and has the power and authority to make, and will continue to have authority to perform, this Agreement according to its terms;

(iv) This Agreement does not violate and is not in contravention of any other agreement to which any Grantor is a party or any judgment or decree by which any Grantor is bound and does not require any consent under any other agreement to which any Grantor is a party or by which any Grantor is bound. Each Grantor hereby authorizes the USPTO to issue any and all certificates of registration on all Trademarks to the Agent (for itself and for the benefit of the other Secured Parties) following the occurrence of an Event of Default that is continuing as the grantee of the pledge of such applicable Grantor's entire interest; and

(v) Other than Liens filed by the Agent and Permitted Encumbrances, there has been no unreleased prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Trademarks or any part thereof and the same are free from all Liens of any kind including, but not limited to, covenants not to sue third persons, except as may be otherwise set forth in the Loan Agreement.

#### 6. Royalties; Terms.

Each Grantor hereby agrees that, from and after the occurrence and during the continuance of an Event of Default, the use by the Agent (for itself and for the benefit of the other Secured Parties) of all Trademarks of such Grantor as described above shall be worldwide to the extent of such Grantor's rights therein and without any liability for royalties or other related charges from the Agent or the Lenders to such Grantor. The security interest granted herein and the rights associated therewith shall extend until the earlier of (i) the expiration of each of the respective Registered Trademarks assigned hereunder or (ii) Payment in Full and the termination of the Loan Agreement and all of the Other Documents.

#### 7. Continuing Validity of Obligations.

The agreements and obligations of the Grantors hereunder are continuing agreements and obligations, and are absolute and unconditional until Payment in Full of the Obligations in cash or other immediately available funds (other than for the Inchoate Indemnities) and termination of the Loan Agreement. Without limitation upon the foregoing, such agreements and obligations shall continue in full force and effect as long as the Obligations or any part thereof remain outstanding and unpaid and shall remain in full force and effect without regard to and shall not be released, discharged or in any way affected by (i) any renewal, refinancing or refunding of the Obligations in whole or in part, (ii) any extension of the time of payment of the Notes or other instrument or instruments now or hereafter evidencing the Obligations, or any part thereof, (iii) any compromise or settlement with respect to the Obligations or any part thereof, or any forbearance or indulgence extended to any Loan Party, (iv) any amendment to or modification of the terms of the Notes or other instrument or instruments now or hereafter evidencing the Obligations or any part thereof or any other agreement or agreements now or hereafter entered into by the Agent or any Lender and any Loan Party pursuant to which the Obligations or any part thereof is issued or secured, (v) any substitution, exchange, or release of a portion of, or failure to preserve, perfect or protect, or other dealing in respect of, the Trademarks or any other property or any security for the payment of the Obligations or any part thereof, (vi) any bankruptcy, insolvency, arrangement, composition, assignment for the benefit of creditors or similar proceeding commenced by or against any Loan Party, (vii) any dissolution, liquidation or termination of any Loan Party for any reason whatsoever or (viii) any other matter or thing whatsoever whereby the agreements and obligations of each Grantor hereunder, would or might otherwise be released or discharged. Each Grantor hereby waives notice of the acceptance of this Agreement by the Agent.

8. Duties of the Grantors.

Except as may be otherwise agreed to by the Agent, each Grantor shall have the duty to (i) prosecute diligently any trademark or service mark application for registration made by such Grantor pending as of the date hereof or hereafter until Payment in Full and the termination of the Loan Agreement, provided that diligent prosecution shall not require the filing of any such application in a foreign jurisdiction or require the continuing prosecution of an application that, in the ordinary course of business, would be reasonably determined by such Grantor not to merit continuing prosecution, (ii) make application on trademarks and service marks, as appropriate, in accordance with such Grantor's customary criteria, in the ordinary course of business, for determining whether such applications should be made, (iii) preserve and maintain all of such Grantor's rights in Registered Trademarks, provided that such Grantor shall be permitted to not preserve and maintain its rights in such Registered Trademarks that, in the ordinary course of business, are determined by such Grantor not to merit continuing preservation and maintenance, and (iv) take all reasonable steps necessary to ensure that the Trademarks do not become abandoned or dedicated to the public, or the remedies available against potential infringers weakened, provided that such Grantor shall be permitted to abandon or otherwise cease to maintain particular Trademarks that, in the ordinary course of business, are reasonably determined by such Grantor not to merit continuing maintenance, and to not pursue potential infringers that, in the ordinary course of business, are reasonably determined by such Grantor not to merit such pursuit. Any expenses incurred in connection with the duties set forth in this Section 8 shall be borne by the Grantors.

9. Documents.

The Grantors hereby authorize the Agent to record and will pay the costs of recording the Notice of Security Interest in all public offices where recording is deemed necessary or desirable by the Agent. Each Grantor will, upon request from the Agent, execute and deliver to the Agent from time to time such supplemental security agreements or other instruments, including, but not by way of limitation, additional security agreements to be filed with the USPTO, as the Agent may require for the purpose of confirming the Agent's (for its benefit and for the benefit of the other Secured Parties) security interest in the Registered Trademarks.

10. Rights of the Grantors and/or the Agent to Sue.

Each Grantor may enforce its rights in the Trademarks of such Grantor with or without the Agent's participation. If requested by any Grantor, the Agent shall participate in suits to enforce such rights as a nominal plaintiff for jurisdictional purposes. Upon the occurrence and during the continuance of an Event of Default, the Agent shall have the same rights, if any, as each Grantor has, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks of such Grantor, and any licenses thereunder, and, if the Agent shall commence any such suit, such Grantor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement and each Grantor shall promptly, upon demand and as part of the Obligations, reimburse and indemnify the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this Section 10.

11. Defeasance.

Notwithstanding anything to the contrary contained in this Agreement, upon Payment in Full, this Agreement shall terminate and be of no further force and effect and the Agent (for itself and on behalf of the other Secured Parties) shall thereupon promptly terminate its security interest in the Trademarks. Until such time, however, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, provided that no Grantor may assign this Agreement or any of its rights under this

Agreement or delegate any of its duties or obligations under this Agreement without the prior written consent of the Agent, and any such attempted assignment or delegation shall be null and void. This Agreement is not intended and shall not be construed to obligate the Agent to take any action whatsoever with respect to the Trademarks or to incur expenses or perform or discharge any obligation, duty or disability of the Grantors.

12. Waivers.

No course of dealing among the Loan Parties and the Agent nor any failure to exercise nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability.

If any provision of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible.

14. Modification.

This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Effect on Other Documents.

All of the Agent's rights and remedies with respect to the Trademarks, whether established hereby, by the Loan Agreement or any other Other Document, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently. Each Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the Loan Agreement or the other Other Documents but rather is intended to facilitate the exercise of such rights and remedies.

16. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York.

17. Notices.

All notices, statements, requests and demands and other communications given to or made upon any Loan Party, the Agent or the Lenders in accordance with the provisions of this Agreement shall be given or made as provided in Section 16.6 of the Loan Agreement.

18. Purpose.

The security interest granted hereby has been granted to the Agent (for its benefit and for the benefit of the other Secured Parties) in connection with the Loan Agreement and is expressly subject to the

terms and conditions thereof. The Loan Agreement (and all rights and remedies of the Agent and the other Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

19. Counterparts.

This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including e-mail transmission of a "pdf" or "tiff") shall be deemed to be an original signature hereto.

20. Amendment and Restatement.

This Agreement amends, restates and replaces that certain Fourth Amended and Restated Grant of Security Interest in Trademark Rights, dated August 31, 2012, executed by the Grantors in favor of the Agent (as supplemented by that certain Supplement to Fourth Amended and Restated Grant of Security Interest in Trademark Rights, dated June 29, 2016, executed by the Grantors in favor of the Agent, and as further supplemented, amended, restated or otherwise modified from time to time prior to the date hereof, the "Original Agreement"), and is not a novation of the obligations of the Grantors pursuant to the Original Agreement.

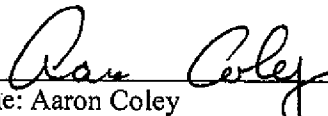
[SIGNATURE PAGE FOLLOWS]



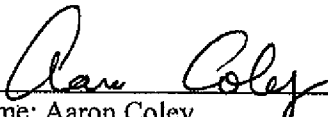
IN WITNESS WHEREOF, and intending to be legally bound, the Grantors have caused this Agreement to be duly executed and delivered on the date first above written.

**GRANTORS:**

GENERAL PETROLEUM CORPORATION  
MAXUM ENTERPRISES LLC

By:   
Name: Aaron Coley  
Title: Chief Financial Officer

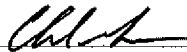
MAXUM PETROLEUM OPERATING  
COMPANY

By:   
Name: Aaron Coley  
Title: Chief Financial Officer

*[Signature Page to Amended and Restated Trademark Security Agreement]*


Acknowledged and Agreed:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By:  \_\_\_\_\_  
Name: Chad Greene  
Title: Vice President

**SCHEDULE A**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Mark</b>	<b>Country</b>	<b>Reg./App. Number</b>	<b>Reg./App. Date</b>	<b>Status</b>	<b>Owner</b>
GENERAL PETROLEUM GENERAL PETROLEUM	United States of America	3547223	12/16/2008	Service mark	General Petroleum Corporation
GP GP	United States of America	3472766	7/22/2008	Service mark	General Petroleum Corporation
MAXUM 	United States of America	3787392	5/11/2010	Registered	Maxum Petroleum Operating Company
PILOT THOMAS LOGISTICS	United States of America	4892399	1/26/2016	Registered	Maxum Enterprises LLC
PILOT THOMAS	United States of America	4889206	1/19/2016	Registered	Maxum Enterprises LLC