

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM601891

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
REGIONS BANK, AS COLLATERAL AGENT		10/06/2020	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EMPIRE PETROLEUM PARTNERS, LLC		
<b>Street Address:</b>	8350 N Central, M2185		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75206		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3732119	EMPIRE'S FAST FUELS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	6122599722		
<b>Email:</b>	wesemand@gtlaw.com		
<b>Correspondent Name:</b>	Draeke Weseman		
<b>Address Line 1:</b>	90 South Seventh Street, Suite 3500		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	140344.011500		
<b>NAME OF SUBMITTER:</b>	Draeke H. Weseman		
<b>SIGNATURE:</b>	/DHW/		
<b>DATE SIGNED:</b>	10/08/2020		
<b>Total Attachments: 3</b>			
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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of October 6, 2020 ("Release"), is made by Regions Bank, as Collateral Agent ("Collateral Agent") in favor of Empire Petroleum Partners, LLC, a Delaware limited liability company ("Debtor").

**WHEREAS**, pursuant to that certain Security and Pledge Agreement dated as of October 18, 2013 (as amended, restated, supplemented, increased, extended or otherwise modified from time to time, the "Security Agreement") by and among the Debtor, Collateral Agent, and others party thereto, Debtor pledged, assigned and granted to the Collateral Agent as collateral, and granted the Collateral Agent a continuing Lien on and security interest in all of Debtor's right, title and interest in and to all Trademarks, Trademark Licenses, and Proceeds of the foregoing (collectively, "Trademark Collateral"); and

**WHEREAS**, pursuant to the Security Agreement, Debtor executed and delivered to Collateral Agent the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office ("USPTO") on October 22, 2013 at Reel 5135 Frame 0393 ("Notice").

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent and Debtor agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

**SECTION 2. Termination and Release.** Collateral Agent, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the continuing Lien on and security interest in all of Debtor's right, title and interest in and to all Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and


(b) authorizes the recordation of this Release with the USPTO at Debtor's expense.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of New York.

**IN WITNESS WHEREOF**, the Collateral Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

Regions Bank, as Collateral Agent

By: 

Name: Claire Harrison

Title: Director

**Schedule A**

**Empire Petroleum Partners, LLC  
(Delaware Limited Liability Company)**

**U.S. Trademarks Subject to Security Interest  
Granted by Empire Petroleum Partners, LLC  
In Favor of Regions Bank, as Collateral Agent  
Recorded October 22, 2013 at Reel 5135 Frame 0393**

**Trademark Registrations**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
EMPIRE'S FAST FUELS and Design	3732119	12/29/09
DESTINY	3505948	09/23/08