

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Heating Oil Partners LP | | 08/04/2006 | LIMITED PARTNERSHIP: |
| RECEIVING PARTY DATA | | | |
| Name: | JPMorgan Chase Bank, N.A. | | |
| Street Address: | One Chase Square | | |
| Internal Address: | Tower 25 | | |
| City: | Rochester | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 14643 | | |
| Entity Type: | nationally-chartered banking association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2966944 | HOP COMMERCIAL FUELS | |
| Registration Number: | 2966945 | HEATING OIL PARTNERS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (908)598-5710 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
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| Address Line 4: | Summit, NEW JERSEY 07901 | | |
| NAME OF SUBMITTER: | Mark Bisard, Receiving Party's Attorney | | |
| Signature: | /mbisard/ | | |
| Date: | 09/22/2006 | | |

CH \$65.00 2966944

PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT (as it may be amended or modified from time to time, the "Security Agreement") is entered into as of August 4, 2006 by and between HOP Energy, LLC, a Delaware limited liability company, HOP Energy Holdings, Inc., a Delaware corporation and each Loan Party that is or becomes a party to the Credit Agreement referred to below (each of the foregoing a "Grantor", and collectively, the "Grantors"), and JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "Administrative Agent") for the lenders (the "Lenders") party to the Credit Agreement referred to below.

PRELIMINARY STATEMENT

The Grantors, the Administrative Agent and the Lenders are entering into a Credit Agreement dated as of August 4, 2006 (as it may be amended or modified from time to time, the "Credit Agreement"). Each Grantor is entering into this Security Agreement in order to induce the Lenders to enter into and extend credit to HOP Energy, LLC ("Borrower") under the Credit Agreement and to secure the Secured Obligations.

ACCORDINGLY, the Grantors and the Administrative Agent, on behalf of the Lenders, hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1. Terms Defined in Credit Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

1.2. Terms Defined in UCC. Terms defined in the UCC which are not otherwise defined in this Security Agreement are used herein as defined in the UCC.

1.3. Definitions of Certain Terms Used Herein. As used in this Security Agreement, in addition to the terms defined in the Preliminary Statement, the following terms shall have the following meanings:

"Accounts" shall have the meaning set forth in Article 9 of the UCC.

"Article" means a numbered article of this Security Agreement, unless another document is specifically referenced.

"Chattel Paper" shall have the meaning set forth in Article 9 of the UCC.

"Closing Date" means the date of the Credit Agreement.

"Collateral" shall have the meaning set forth in Article II.

"Collateral Access Agreement" means any landlord waiver or other agreement, in form and substance reasonably satisfactory to the Administrative Agent, between the Administrative Agent and any third party (including any bailee, consignee, customs broker, or other similar Person) in possession of any Collateral or any landlord of any Grantor for any real property where any Collateral is located, as such landlord waiver or other agreement may be amended, restated, or otherwise modified from time to time.

"Collateral Deposit Account" shall have the meaning set forth in Section 7.1(a).

“Collateral Report” means any certificate (including any Borrowing Base Certificate), report or other document delivered by any Grantor to the Administrative Agent or any Lender with respect to the Collateral pursuant to any Loan Document.

“Collection Account” shall have the meaning set forth in Section 7.1(b).

“Commercial Tort Claims” means the existing commercial tort claims of the Grantors listed on Exhibit J and any others that arise during the life of the Facility.

“Control” shall have the meaning set forth in Article 8 or, if applicable, in Section 9-104, 9-105, 9-106 or 9-107 of Article 9 of the UCC.

“Copyrights” means, with respect to any Person, all of such Person’s right, title, and interest in and to the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world.

“Default” means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

“Deposit Account Control Agreement” means an agreement, in form and substance reasonably satisfactory to the Administrative Agent, among any Grantor, a banking institution holding such Grantor's funds, and the Administrative Agent with respect to collection and control of all deposits and balances held in a deposit account maintained by any Grantor with such banking institution.

“Deposit Accounts” shall have the meaning set forth in Article 9 of the UCC.

“Documents” shall have the meaning set forth in Article 9 of the UCC.

“Equipment” shall have the meaning set forth in Article 9 of the UCC.

“Equity Collateral” means all Instruments, Securities and other Investment Property held by the Grantors, whether or not physically delivered to the Administrative Agent pursuant to this Security Agreement, including without limitation, Holdings’ 100% membership interest in the Borrower.

“Event of Default” means an event described in Section 5.1.

“Excluded Collateral” or “Excluded Assets” means:

(a) any permit or license issued by a Governmental Authority to any Grantor or any agreement to which any Grantor is a party, in each case, only to the extent and for so long as the terms of such permit, license or agreement or any Requirement of Law applicable thereto, validly prohibit the creation by such Grantor of a security interest in such permit, license or agreement in favor of the Administrative Agent (after giving effect to Sections 9 406(d), 9 407(a), 9 408(a) or 9-409 of the UCC (or any successor provision or provisions) or any other applicable law (including the Bankruptcy Code) or principles of equity), and

(b) Equipment owned by any Grantor on the date hereof or hereafter acquired that is subject to a Lien security a purchase money obligation or Capital Lease Obligation permitted to be incurred pursuant to the provisions of the Credit Agreement if the contract or other agreement in which such Lien is granted

(or the documentation providing for such purchase money obligation or Capital Lease Obligation) validly prohibits the creation of any other Lien on such Equipment;

provided, however, that Excluded Collateral shall not include any proceeds, substitutions or replacements of any Excluded Collateral referred to in clause (a) or (b) (unless such proceeds, substitutions or replacements would constitute Excluded Collateral referred to in clause (a) or (b)).

“Exhibit” refers to a specific exhibit to this Security Agreement, unless another document is specifically referenced.

“Fixtures” shall have the meaning set forth in Article 9 of the UCC.

“General Intangibles” shall have the meaning set forth in Article 9 of the UCC.

“Goods” shall have the meaning set forth in Article 9 of the UCC.

“Instruments” shall have the meaning set forth in Article 9 of the UCC.

“Inventory” shall have the meaning set forth in Article 9 of the UCC.

“Investment Property” shall have the meaning set forth in Article 9 of the UCC.

“Lenders” means the lenders party to the Credit Agreement and their successors and assigns.

“Letter-of-Credit Rights” shall have the meaning set forth in Article 9 of the UCC.

“Licenses” means, with respect to any Person, all of such Person’s right, title, and interest in and to (a) its Patents, Copyrights, or Trademarks, (b) any and all licensing agreements or similar arrangements relating to any of the foregoing, (c) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (d) all rights to sue for past, present, and future breaches thereof.

“Lockboxes” shall have the meaning set forth in Section 7.1(a).

“Lockbox Agreements” shall have the meaning set forth in Section 7.1(a).

“Patents” means, with respect to any Person, all of such Person’s right, title, and interest in and to: (a) any and all patents and patent applications, (b) all inventions and improvements described and claimed therein, (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof, (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof, (e) all rights to sue for past, present, and future infringements thereof, and (f) all rights corresponding to any of the foregoing throughout the world.

“Receivables” means the Accounts, Chattel Paper, Documents, Investment Property, Instruments and any other rights or claims to receive money, whether from the foregoing or otherwise, which are General Intangibles or which are otherwise included as Collateral.

“Required Secured Parties” means (a) prior to an acceleration of the Obligations under the Credit Agreement, the Required Lenders, (b) after an acceleration of the Obligations under the Credit Agreement but prior to the date upon which the Credit Agreement has terminated by its terms and all of the obligations thereunder have been paid in full, the Lenders holding in the aggregate at least 66⅔% of the total of the Aggregate Credit Exposure, and (c) after the Credit Agreement has terminated by its terms and all of the

Obligations thereunder have been paid in full (whether or not the Obligations under the Credit Agreement were ever accelerated), Lenders holding in the aggregate at least 66⅔% of the aggregate net early termination payments and all other amounts then due and unpaid from any Grantor to the Lenders under Swap Agreement, as determined by the Administrative Agent in its reasonable discretion.

“Section” means a numbered section of this Security Agreement, unless another document is specifically referenced.

“Securities Account Control Agreement” means an agreement, in form and substance reasonably satisfactory to the Administrative Agent, among any Grantor, a financial institution holding such Grantor's securities, and the Administrative Agent with respect to collection and control of all securities, funds and balances held in a securities account maintained by any Grantor with such financial institution.

“Security” has the meaning set forth in Article 8 of the UCC.

“Stock Rights” means all dividends, instruments or other distributions and any other right or property which the Grantors shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any Equity Interest constituting Collateral, any right to receive an Equity Interest and any right to receive earnings, in which the Grantors now have or hereafter acquire any right, issued by an issuer of such Equity Interest.

“Supporting Obligations” shall have the meaning set forth in Article 9 of the UCC.

“Trademarks” means, with respect to any Person, all of such Person's right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, (b) all licenses of the foregoing, whether as licensee or licensor, (c) all renewals of the foregoing, (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof, (e) all rights to commence legal action for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and (f) all rights corresponding to any of the foregoing throughout the world.

“UCC” means the Uniform Commercial Code, as in effect from time to time, of the State of New York or of any other state the laws of which are required as a result thereof to be applied in connection with the attachment, perfection or priority of, or remedies with respect to, the Administrative Agent's or any Lender's Lien on any Collateral.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

ARTICLE II GRANT OF SECURITY INTEREST

Each Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders, a security interest in all of its right, title and interest in, to and under all personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade name or any derivation thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located (all of which will be collectively referred to as the “Collateral”), including:

- (i) all Accounts;

- (ii) all Chattel Paper, including, without limitation, all tangible and electronic chattel paper;
- (iii) all Copyrights, Patents and Trademarks;
- (iv) all Documents;
- (v) all Equipment;
- (vi) all Fixtures;
- (vii) all General Intangibles;
- (viii) all Goods;
- (ix) all Instruments;
- (x) all Inventory;
- (xi) all Investment Property;
- (xii) all cash or cash equivalents, including, but not limited to, all monies, credit balances, deposits and other property of the Grantors now or hereafter held or received by or in transit to the Administrative Agent or any Lender from or for the account of the Grantors, whether for safekeeping, pledge, custody, transmission, collection or otherwise;
- (xiii) all letters of credit, Letter-of-Credit Rights and Supporting Obligations;
- (xiv) all supporting obligations and all present and future liens, security interests, rights, remedies, title and interest in, to and in respect of Accounts Receivable and other Collateral, including (A) rights and remedies under or relating to guarantees, contracts of suretyship, letters of credit and other insurance related to the Collateral, (B) rights of stoppage in transit, replevin, repossession, reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, (C) goods described in invoices, documents, contracts or instruments with respect to, or otherwise representing or evidencing, Accounts Receivable or other Collateral, including returned, repossessed and reclaimed goods, and (D) deposits by and property of account debtors or other Persons securing the obligations of any account debtor;
- (xv) all Deposit Accounts with any bank or other financial institution;
- (xvi) all Commercial Tort Claims;
- (xvii) and all accessions to, substitutions for and replacements, proceeds (including Stock Rights), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing; and
- (xviii) all Equity Collateral;

to secure the prompt and complete payment and performance of the Secured Obligations. Notwithstanding the foregoing, the term "Collateral" shall not include any item of Excluded Collateral.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

Each Grantor represents and warrants to the Administrative Agent and the Lenders that:

3.1. Title, Perfection and Priority. Such Grantor has good and valid rights in or the power to transfer the Collateral and title to the Collateral in which it has purported to grant a security interest hereunder, free and clear of all Liens except for Liens permitted under Section 4.1(e), and has full power and authority to grant to the Administrative Agent the security interest in such Collateral pursuant hereto. When financing statements have been filed in the appropriate offices against such Grantor in the locations listed on Exhibit H, the Administrative Agent will have a fully perfected first priority security interest in that Collateral of the Grantor in which a security interest may be perfected by filing, subject only to Liens permitted under Section 4.1(e).

3.2. Type and Jurisdiction of Organization, Organizational and Identification Numbers. The type of entity of such Grantor, its state of organization, the organizational number issued to it by its state of organization and its federal employer identification number are set forth on Exhibit A.

3.3. Principal Location. Such Grantor's mailing address and the location of its place of business (if it has only one) or its chief executive office (if it has more than one place of business), is disclosed in Exhibit A; such Grantor has no other places of business except those set forth in Exhibit A.

3.4. Collateral Locations. All of such Grantor's locations where Collateral is located are listed on Exhibit A. All of said locations are owned by such Grantor except for locations (i) which are leased by the Grantor as lessee and designated in Part VII(b) of Exhibit A and (ii) at which Inventory is held in a public warehouse or is otherwise held by a bailee or on consignment as designated in Part VII(c) of Exhibit A.

3.5. Deposit Accounts. All of such Grantor's Deposit Accounts are listed on Exhibit B.

3.6. Exact Names. Such Grantor's name in which it has executed this Security Agreement is the exact name as it appears in such Grantor's organizational documents, as amended, as filed with such Grantor's jurisdiction of organization. Except as set forth on Exhibit D, such Grantor has not, during the past five years, been known by or used any other corporate or fictitious name, or been a party to any merger or consolidation, or been a party to any acquisition.

3.7. Letter-of-Credit Rights and Chattel Paper. Exhibit C lists all Letter-of-Credit Rights and Chattel Paper of such Grantor. All action by such Grantor necessary or desirable to protect and perfect the Administrative Agent's Lien on each item listed on Exhibit C (including the delivery of all originals and the placement of a legend on all Chattel Paper as required hereunder) has been duly taken. The Administrative Agent will have a fully perfected first priority security interest in the Collateral listed on Exhibit C, subject only to Liens permitted under Section 4.1(e).

3.8. Accounts and Chattel Paper.

(a) The names of the obligors, amounts owing and due dates with respect to its Accounts and Chattel Paper are and will be correctly stated in all records of such Grantor relating thereto and in all invoices and Collateral Reports with respect thereto furnished to the Administrative Agent by such Grantor from time to time other than for immaterial inaccuracies and discounts, rebates and other price adjustments arising from time to time. As of the time when each Account or each item of Chattel Paper arises, such Grantor shall be deemed to have represented and warranted that such Account or Chattel Paper, as the case may be, and all records relating thereto, are genuine and in all respects what they purport to be, subject to immaterial inaccuracies.

(b) With respect to its Accounts, except as specifically disclosed on the most recent Collateral Report: (i) all Accounts are Eligible Accounts; (ii) all Accounts represent bona fide sales of Inventory or rendering of services to Account Debtors in the ordinary course of such Grantor's business and are not evidenced by a judgment, Instrument or Chattel Paper; (iii) to such Grantor's knowledge, there are no setoffs, claims or disputes existing or asserted with respect thereto that either Grantor could reasonably believe in the aggregate would be material from the perspective of the Administrative Agent, and such Grantor has not made any agreement with any Account Debtor for any extension of time for the payment thereof, any compromise or settlement for less than the full amount thereof, any release of any Account Debtor from liability therefor, or any deduction therefrom except for discounts, compromises, settlements, releases, deductions, allowances and extensions that are immaterial in the aggregate, from the perspective of the Administrative Agent, and such as are or were permitted by such Grantor in the ordinary course of its business; provided that any such discounts, compromises, settlements, releases, deductions, allowances do not release such Account Debtor from prompt payment of the remaining balance and are disclosed to the Administrative Agent, to the extent material either individually or in any aggregation; (iv) to such Grantor's knowledge, there are no facts, events or occurrences which in any way impair the validity or enforceability thereof or could reasonably be expected to reduce the amount payable thereunder as shown on such Grantor's books and records and any invoices, statements and Collateral Reports with respect thereto; (v) such Grantor has not received any notice of proceedings or actions which are threatened or pending against any Account Debtor which might result in any adverse change in such Account Debtor's financial condition; and (vi) such Grantor has no knowledge that any Account Debtor is unable generally to pay its debts as they become due.

(c) In addition, with respect to all of its Accounts: (i) the amounts shown on all invoices, statements and Collateral Reports with respect thereto are actually and absolutely owing to such Grantor as indicated thereon, net of any ordinary or customary discounts, rebates or other price adjustments that may be granted from time to time in the ordinary course of such Grantor's business, and are not in any way contingent; (ii) no payments have been or shall be made thereon except payments immediately delivered to a Lockbox or a Collateral Deposit Account as required pursuant to Section 7.1.

3.9. Inventory. With respect to any of its Inventory scheduled or listed on the most recent Collateral Report, (a) such Inventory (other than Inventory in transit) is located at one of the locations set forth on Exhibit A, (b) no Inventory (other than Inventory in transit) is now, or shall at any time or times hereafter be stored at any other location other than such locations listed on Exhibit A, except as permitted by Section 4.1(g), (c) such Grantor has good, indefeasible and merchantable title to such Inventory and such Inventory is not subject to any Lien or security interest or document whatsoever except for the Lien granted to the Administrative Agent, for the benefit of the Administrative Agent and Lenders, and except for Permitted Encumbrances and such other Liens as are described in Section 6.02 of the Credit Agreement, (d) except as specifically disclosed in the most recent Collateral Report, such Inventory is Eligible Inventory of good and merchantable quality, free from any defects (ordinary wear and tear excepted), (e) such Inventory is not subject to any licensing, patent, royalty, trademark, trade name or copyright agreements with any third parties which would require any consent of any third party upon sale or disposition of that Inventory or the payment of any monies to any third party upon such sale or other disposition, and (f) to the applicable Grantor's best knowledge, after reasonable inquiry, the completion of manufacture, sale or other disposition of such Inventory by the Administrative Agent following an Event of Default shall not require the consent of any Person and shall not constitute a breach or default under any contract or agreement to which such Grantor is a party or to which such property is subject, assuming that the Administrative Agent or the applicable agent thereof materially complies with the terms and conditions of any applicable agreements.

3.10. Intellectual Property. Such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Exhibit D. This Security Agreement is effective to create a valid and continuing Lien and, upon the filing of appropriate financing statements in the offices listed on Exhibit H and the filing of this Security Agreement with the United States Copyright Office and the United States Patent and Trademark Office, fully perfected first priority security interests in favor of the Administrative Agent in

such Grantor's Patents, Trademarks and Copyrights will have been effected, and such perfected security interests are enforceable as such as against any and all creditors of and purchasers from such Grantor.

3.11. Filing Requirements. None of its Equipment is covered by any certificate of title, except for the vehicles described in Part I of Exhibit E. None of the Collateral owned by it is of a type for which security interests or liens must be perfected by filing under any federal statute except for (a) the vehicles described in Part II of Exhibit E and (b) Patents, Trademarks and Copyrights held by such Grantor and described in Exhibit D. The legal description, county and street address of each property on which any Fixtures are located is set forth in Exhibit F together with the name and address of the record owner of each such property.

3.12. No Financing Statements, Security Agreements. No financing statement or security agreement describing all or any portion of the Collateral which has not lapsed or been terminated naming such Grantor as debtor has been filed or is of record in any jurisdiction except (a) for financing statements or security agreements naming the Administrative Agent on behalf of the Lenders as the secured party and (b) as permitted by Section 4.1(e).

3.13. Equity Collateral.

(a) Exhibit G sets forth a complete and accurate list of all Equity Collateral owned by such Grantor. Such Grantor is the direct, sole beneficial owner and sole holder of record of the Equity Collateral listed on Exhibit G as being owned by it, free and clear of any Liens, except for the security interest granted to the Administrative Agent for the benefit of the Lenders hereunder, and subject to the Option Agreement. Such Grantor further represents and warrants that (i) all Equity Collateral owned by it constituting an Equity Interest has been (to the extent such concepts are relevant with respect to such Equity Collateral) duly authorized, validly issued, are fully paid and non-assessable, (ii) with respect to any certificates delivered to the Administrative Agent representing an Equity Interest, either such certificates are Securities as defined in Article 8 of the UCC as a result of actions by the issuer or otherwise, or, if such certificates are not Securities, such Grantor has so informed the Administrative Agent so that the Administrative Agent may take steps to perfect its security interest therein as a General Intangible, (iii) all such Equity Collateral held by a securities intermediary is covered by a control agreement among such Grantor, the securities intermediary and the Administrative Agent pursuant to which the Administrative Agent has Control and (iv) all Equity Collateral which represents Indebtedness owed to such Grantor has been duly authorized, authenticated or issued and delivered by the issuer of such Indebtedness, is the legal, valid and binding obligation of such issuer and such issuer is not in default thereunder.

(b) In addition, (i) to the applicable Grantor's best knowledge, after reasonable inquiry, none of the Equity Collateral owned by it has been issued or transferred in violation of the securities registration, securities disclosure or similar laws of any jurisdiction to which such issuance or transfer may be subject, (ii) there are existing no options, warrants, calls or commitments of any character whatsoever relating to such Equity Collateral or which obligate the issuer of any Equity Interest included in the Equity Collateral to issue additional Equity Interests, other than the options issued pursuant to the Option Agreement, and (iii) no consent, approval, authorization, or other action by, and no giving of notice, or filing with, any governmental authority or any other Person is required for the pledge by such Grantor of such Equity Collateral pursuant to this Security Agreement or for the execution, delivery and performance of this Security Agreement by such Grantor, or for the exercise by the Administrative Agent of the voting or other rights provided for in this Security Agreement or for the remedies in respect of the Equity Collateral pursuant to this Security Agreement, except as may be required in connection with such disposition by laws affecting the offering and sale of securities generally.

(c) Except as set forth in Exhibit G, such Grantor owns 100% of the issued and outstanding Equity Interests which constitute Equity Collateral owned by it and none of the Equity Collateral which represents Indebtedness owed to such Grantor is subordinated in right of payment to other Indebtedness or subject to the terms of an indenture.

ARTICLE IV
COVENANTS

From the date of this Security Agreement, and thereafter until this Security Agreement is terminated, each Grantor agrees that:

4.1. General.

(a) Collateral Records. Such Grantor will maintain complete and accurate books and records with respect to the Collateral owned by it (except for immaterial inaccuracies that may occur from time to time), and furnish to the Administrative Agent, with sufficient copies for each of the Lenders, such reports relating to such Collateral as are required under the Credit Agreement and as the Administrative Agent shall from time to time reasonably request.

(b) Authorization to File Financing Statements; Ratification. Such Grantor hereby authorizes the Administrative Agent to file, and if requested will deliver to the Administrative Agent, all financing statements and other documents and take such other actions as are required under the Credit Agreement and as may from time to time be reasonably requested by the Administrative Agent in order to maintain a first-priority perfected security interest in and, if applicable, Control of, the Collateral owned by such Grantor. Any financing statement filed by the Administrative Agent may be filed in any filing office in any UCC jurisdiction and may (i) describe such Grantor's Collateral (1) as all assets of the Grantor or words of similar effect, regardless of whether any particular asset included in the Collateral falls within the scope of Article 9 of the UCC or such jurisdiction, or (2) by any other description which reasonably approximates the description contained in this Security Agreement, and (ii) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including (A) whether such Grantor is an organization, the type of organization and any organization identification number issued to such Grantor, and (B) in the case of a financing statement filed as a fixture filing or indicating such Grantor's Collateral as as-extracted collateral, a sufficient description of real property to which the Collateral relates. Such Grantor also agrees to furnish any such information to the Administrative Agent promptly following the Administrative Agent's reasonable request therefor. Such Grantor also ratifies its authorization for the Administrative Agent to have filed in any UCC jurisdiction any initial financing statements, or amendments thereto if filed prior to the date hereof.

(c) Further Assurances. Such Grantor will, if so requested by the Administrative Agent, furnish to the Administrative Agent, as often as the Administrative Agent requests, statements and schedules further identifying and describing the Collateral owned by it and such other reports and information in connection with its Collateral as the Administrative Agent may reasonably request, all in such detail as the Administrative Agent may specify. Such Grantor also agrees to take any and all actions necessary to defend title to the Collateral against all persons and to defend the security interest of the Administrative Agent in its Collateral and the priority thereof against any Lien not expressly permitted hereunder.

(d) Disposition of Collateral. Such Grantor will not sell, lease or otherwise dispose of the Collateral owned by it except for dispositions specifically permitted pursuant to Sections 6.04, 6.05, 6.08 and 6.09 of the Credit Agreement.

(e) Liens. Such Grantor will not create, incur, or suffer to exist any Lien on the Collateral owned by it except (i) the security interest created by this Security Agreement, (ii) Permitted Encumbrances, and (iii) other liens permitted by Section 6.02 of the Credit Agreement.

(f) Other Financing Statements. Such Grantor will not authorize the filing of any financing statement naming it as debtor covering all or any portion of the Collateral owned by it, except as permitted by Section 4.1(e). Such Grantor acknowledges that it is not authorized to file any financing statement or

amendment or termination statement with respect to any financing statement without the prior written consent of the Administrative Agent, subject to such Grantor's rights under Section 9-509(d)(2) of the UCC.

(g) Locations. Such Grantor will not (i) maintain any Collateral owned by it at any location other than those locations listed on Exhibit A, other than as permitted by the Credit Agreement (ii) otherwise change, or add to, such locations without the Administrative Agent's prior written consent (which consent will not be unreasonably withheld, delayed, or conditioned) as required by the Credit Agreement (and if the Administrative Agent gives such consent, such Grantor will concurrently therewith obtain a Collateral Access Agreement covering each such location to the extent required by the Credit Agreement), or (iii) change its principal place of business or chief executive office from the location identified on Exhibit A, other than as permitted by the Credit Agreement. The Administrative Agent acknowledges that the Borrower intends to move its Chief Executive Office to White Plains, New York. The Borrower agrees to provide 30 days' advance written notice of the date of such relocation.

(h) Compliance with Terms. Except to the extent otherwise permitted by this Agreement, such Grantor will perform and comply with all obligations in respect of the Collateral owned by it and all agreements to which it is a party or by which it is bound relating to such Collateral necessary to preserve the value of the Collateral to the Lenders.

4.2. Receivables.

(a) Certain Agreements on Receivables. Such Grantor will not make or agree to make any discount, credit, rebate or other reduction in the original amount owing on a Receivable or accept in satisfaction of a Receivable less than the original amount thereof, except that, prior to the occurrence of an Event of Default, such Grantor may reduce the amount of Accounts arising from the sale of Inventory or settle a Receivable for less than its original amount in accordance with its present policies and in the ordinary course of business.

(b) Collection of Receivables. Except as otherwise provided in this Security Agreement, such Grantor will collect and enforce, at such Grantor's sole expense, all amounts due or hereafter due to such Grantor with respect to the Receivables owned by it.

(c) Delivery of Invoices. Upon the occurrence and continuation of an Event of Default, such Grantor will deliver to the Administrative Agent immediately upon its request duplicate invoices with respect to each Account owned by it bearing such language of assignment as the Administrative Agent shall specify.

(d) Disclosure of Counterclaims on Receivables. If (i) any material discount, credit or agreement to make a rebate or to otherwise reduce the amount owing on any Receivable owned by such Grantor exists or (ii) to the knowledge of such Grantor, any material dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened in writing with respect to any such Receivable, such Grantor will promptly disclose such fact to the Administrative Agent in writing. Such Grantor shall send the Administrative Agent a copy of each credit memorandum in excess of \$15,000.00 as soon as issued, and such Grantor shall promptly report each credit memo and each of the facts required to be disclosed to the Administrative Agent in accordance with this Section 4.2(d) on the Borrowing Base Certificates submitted by it.

(e) Electronic Chattel Paper. Such Grantor shall take all steps necessary to grant the Administrative Agent Control of all electronic chattel paper in accordance with the UCC and all "transferable records" as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

4.3. Inventory and Equipment.

(a) Maintenance of Goods. Such Grantor will do all things necessary to maintain, preserve, protect and keep its Inventory and the Equipment in good repair and working and saleable condition, except for (i) damaged or defective goods arising in the ordinary course of such Grantor's business; (ii) ordinary wear and tear in respect of the Equipment, and (iii) as otherwise permitted by the Credit Agreement.

(b) Returned Inventory. If an Account Debtor returns any Inventory to such Grantor when no Event of Default exists, then such Grantor shall, in accordance with the Borrower's policies and procedures related thereto and at such time as is customary in the ordinary course of business, determine the reason for such return and shall issue a credit memorandum to the Account Debtor in the appropriate amount. Such Grantor shall promptly report to the Administrative Agent any return involving an amount in excess of \$50,000.00. Each such report shall indicate the reasons for the returns and the locations and condition of the returned Inventory. In the event any Account Debtor returns Inventory to such Grantor when an Event of Default exists, such Grantor, upon the request of the Administrative Agent, shall: (i) hold the returned Inventory in trust for the Administrative Agent; (ii) segregate all returned Inventory from all of its other property; and (iii) dispose of the returned Inventory solely according to the Administrative Agent's written instructions. All returned Inventory shall be subject to the Administrative Agent's Liens thereon. Whenever any Inventory is returned, the related Account shall be deemed ineligible to the extent of the amount owing by the Account Debtor with respect to such returned Inventory and such returned Inventory shall not be Eligible Inventory.

(c) Inventory Count; Perpetual Inventory System. Such Grantor will or will cause a third party to conduct a physical count of its Inventory at least once per Fiscal Year, and after and during the continuation of an Event of Default, at such other times as the Administrative Agent requests. Such Grantor, at its own expense, shall deliver to the Administrative Agent the results of each physical verification, which such Grantor has made, or has caused any other Person to make on its behalf, of all or any portion of its Inventory. Such Grantor will maintain a perpetual inventory reporting system at all times.

(d) Equipment. Such Grantor shall promptly inform the Administrative Agent of any additions to or deletions from its Equipment which individually exceed \$100,000.00. Such Grantor shall not permit any Equipment to become a fixture with respect to real property or to become an accession with respect to other personal property upon which real or personal property the Administrative Agent does not have a Lien. Such Grantor will not, without the Administrative Agent's prior written consent, alter or remove any identifying symbol or number on any of such Grantor's Equipment constituting Collateral.

(e) Titled Vehicles. To the extent not prohibited by the financing documents related thereto, or that have been disclosed to the Administrative Agent on Exhibit E, such Grantor will give the Administrative Agent, or its agent, notice of its acquisition of any vehicle covered by a certificate of title and deliver to the Administrative Agent, upon request, the original of any vehicle title certificate and provide and/or file all other documents or instruments necessary to have the Lien of the Administrative Agent noted on any such certificate or with the appropriate state office.

4.4. Delivery of Instruments, Securities, Chattel Paper and Documents. Such Grantor will (a) deliver to the Administrative Agent immediately upon execution of this Security Agreement the originals of all Chattel Paper, Securities and Instruments constituting Collateral owned by it (if any then exist), (b) hold in trust for the Administrative Agent upon receipt and immediately thereafter deliver to the Administrative Agent any such Chattel Paper, Securities and Instruments constituting Collateral which the Borrower acquires after the Effective Date, (c) upon the Administrative Agent's request, deliver to the Administrative Agent (and thereafter hold in trust for the Administrative Agent upon receipt and immediately deliver to the Administrative Agent) any Document evidencing or constituting Collateral and (d) upon the Administrative Agent's request, deliver to the Administrative Agent a duly executed amendment to this Security Agreement, in the form of Exhibit I hereto (the "Amendment"), pursuant to which such Grantor will pledge such additional Collateral. Such Grantor hereby authorizes the Administrative Agent to attach each Amendment to this Security Agreement and agrees that all additional Collateral owned by it set forth in such Amendments shall be part of the Collateral.

4.5. Pledge of Borrower Equity Interest. The Borrower hereby acknowledges that Holdings has granted to the Administrative Agent a first-priority security interest in Holdings' 100% membership interest in the Borrower.

4.6. Equity Collateral.

(a) Changes in Capital Structure of Issuers. Such Grantor will not (i) permit or suffer any issuer of an Equity Interest constituting Equity Collateral owned by it to dissolve, merge, liquidate, retire any of its Equity Interests or other Instruments or Securities evidencing ownership, reduce its capital, sell or encumber all or substantially all of its assets (except for Permitted Encumbrances, other Liens permitted by Section 6.02 of the Credit Agreement and repurchases permitted under Section 6.08 of the Credit Agreement and sales of assets permitted pursuant to Section 4.1(d)) or merge or consolidate with any other entity, or (ii) vote any such Equity Collateral in favor of any of the foregoing.

(b) Issuance of Additional Securities. Such Grantor will not permit or suffer the issuer of an Equity Interest constituting Equity Collateral owned by it to issue additional Equity Interests, any right to receive the same or any right to receive earnings, except to such Grantor.

(c) Registration of Equity Collateral. Following an Event of Default, such Grantor will permit any registerable Equity Collateral owned by it to be registered in the name of the Administrative Agent or its nominee at any time at the option of the Required Secured Parties.

(d) Exercise of Rights in Equity Collateral.

(i) Without in any way limiting the foregoing and subject to clause (ii) below, such Grantor shall have the right to exercise all voting rights or other rights relating to the Equity Collateral owned by it for all purposes not inconsistent with this Security Agreement, the Credit Agreement or any other Loan Document; *provided however, that* no vote or other right shall be exercised or action taken which would have the effect of impairing the rights of the Administrative Agent in respect of such Equity Collateral.

(ii) Such Grantor will permit the Administrative Agent or its nominee at any time after the occurrence of an Event of Default, without notice, to exercise all voting rights or other rights relating to the Equity Collateral owned by it, including, without limitation, exchange, subscription or any other rights, privileges, or options pertaining to any Equity Interest or Investment Property constituting such Equity Collateral as if it were the absolute owner thereof.

(iii) Such Grantor shall be entitled to collect and receive for its own use all cash dividends and interest paid in respect of the Equity Collateral owned by it to the extent not in violation of the Credit Agreement other than any of the following distributions and payments (collectively, the "Excluded Payments"): other than as permitted by Section 6.08 of the Credit Agreement (A) dividends and interest paid or payable other than in cash in respect of such Equity Collateral, and instruments and other property received, receivable or otherwise distributed in respect of, or in exchange for, any Equity Collateral; (B) dividends and other distributions paid or payable in cash in respect of such Equity Collateral in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in capital of an issuer; and (C) cash paid, payable or otherwise distributed, in respect of principal of, or in redemption of, or in exchange for, such Equity Collateral; *provided however, that* until actually paid, all rights to such distributions shall remain subject to the Lien created by this Security Agreement; and

(iv) All Excluded Payments and all other distributions in respect of any of the Equity Collateral owned by such Grantor, whenever paid or made, shall be delivered to the Administrative Agent to hold as Equity Collateral and shall, if received by such Grantor, be received in

trust for the benefit of the Administrative Agent, be segregated from the other property or funds of such Grantor, and be forthwith delivered to the Administrative Agent as Equity Collateral in the same form as so received (with any necessary endorsement).

4.7. Intellectual Property.

(a) Such Grantor will use commercially reasonable efforts to secure all consents and approvals necessary for the assignment to or benefit of the Administrative Agent of any License held by such Grantor and to enforce the security interests granted hereunder and shall take all action necessary or desirable to protect and perfect the Administrative Agent's Lien on such Grantor's Patents, Trademarks or Copyrights.

(b) Such Grantor shall notify the Administrative Agent promptly if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(c) In no event shall such Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving the Administrative Agent prior written notice thereof, and, upon request of the Administrative Agent, such Grantor shall execute and deliver any and all security agreements as the Administrative Agent may reasonably request to evidence the Administrative Agent's first priority security interest on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(d) Such Grantor shall take all actions necessary or reasonably requested by the Administrative Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of its Patents, Trademarks and Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, unless the Grantor shall determine and the Administrative Agent shall agree in the exercise of its Permitted Discretion that such Patent, Trademark or Copyright is not material to the conduct of such Grantor's business.

(e) Such Grantor shall, unless it shall reasonably determine that such Patent, Trademark or Copyright is not material to the conduct of its business or operations, promptly sue for any infringement, misappropriation or dilution and to recover damages for such infringement, misappropriation or dilution, and shall take such other actions as the Administrative Agent shall deem appropriate in its Permitted Discretion under the circumstances to protect such Patent, Trademark or Copyright. In the event that such Grantor institutes suit because any of its Patents, Trademarks or Copyrights constituting Collateral is infringed upon or misappropriated or diluted by a third party, such Grantor shall comply with Section 4.8.

4.8. Commercial Tort Claims. Such Grantor shall promptly, and in any event within two Business Days after the same is acquired by it, notify the Administrative Agent of any commercial tort claim (as defined in the UCC).

4.9. Letter-of-Credit Rights. If such Grantor is or becomes the beneficiary of a letter of credit, it shall promptly, and in any event within two Business Days after so becoming a beneficiary thereof, notify the Administrative Agent thereof and cause the issuer and/or confirmation bank to (i) consent to the assignment of any Letter-of-Credit Rights to the Administrative Agent and (ii) agree to direct all payments thereunder to a Deposit Account at the Administrative Agent or become subject to a Deposit Account Control Agreement for application to the Secured Obligations, in accordance with Section 2.18 of the Credit Agreement, all in form and substance reasonably satisfactory to the Administrative Agent.

4.10. Federal, State or Municipal Claims. Such Grantor will promptly notify the Administrative Agent of any Collateral which constitutes a claim against the United States government or any state or local government or any instrumentality or agency thereof, the assignment of which claim is restricted by federal, state or municipal law.

4.11. No Interference. Such Grantor agrees that it will not interfere with any right, power or remedy of the Administrative Agent provided for in this Security Agreement or now or hereafter existing at law or in equity or by statute or otherwise, or the exercise or beginning of the exercise by the Administrative Agent of any one or more of such rights, powers or remedies.

4.12. Insurance. (a) In the event any Collateral is located in any area that has been designated by the Federal Emergency Management Agency as a "Special Flood Hazard Area", such Grantor shall purchase and maintain flood insurance (which shall include "life of loan" coverage) on such Collateral (including any personal property which is located on any real property leased by such Grantor within a "Special Flood Hazard Area"). The amount of flood insurance required by this Section shall be in an amount equal to the lesser of the total Commitment or the total replacement cost value of the improvements.

(b) All insurance policies required hereunder and under Section 5.09 of the Credit Agreement shall name the Administrative Agent (for the benefit of the Administrative Agent and the Lenders) as an additional insured or as loss payee, as applicable, and shall contain loss payable clauses or mortgagee clauses, through endorsements in form and substance reasonably satisfactory to the Administrative Agent, which provide that: (i) all proceeds thereunder with respect to any Collateral shall be payable to the Administrative Agent; (ii) no such insurance shall be affected by any act or neglect of the insured or owner of the property described in such policy; and (iii) such policy and loss payable or mortgagee clauses may be canceled, amended or terminated only upon at least 30 days prior written notice given to the Administrative Agent.

(c) All premiums on any such insurance shall be paid when due by such Grantor, subject to applicable grace periods, provided that any late payment does not constitute a default or breach of the applicable insurance policy, and copies of the policies shall be delivered to the Administrative Agent. If such Grantor fails to obtain any insurance as required by this Section, the Administrative Agent at the direction of the Required Lenders may obtain such insurance at the Borrower's expense. By purchasing such insurance, the Administrative Agent shall not be deemed to have waived any Default arising from the Grantor's failure to maintain such insurance or pay any premiums therefor.

4.13. Collateral Access Agreements. Such Grantor shall use commercially reasonable efforts to obtain a Collateral Access Agreement, from the lessor of each leased property, mortgagee of owned property or bailee or consignee with respect to any warehouse, processor or converter facility or other location where Collateral is stored or located, which agreement or letter shall provide access rights, contain a waiver or subordination of all Liens or claims that the landlord, mortgagee, bailee or consignee, as applicable, may assert against the Collateral at such location, and shall otherwise be reasonably satisfactory in form and substance to the Administrative Agent. With respect to such locations or warehouse space leased as of the Effective Date and thereafter, if the Administrative Agent has not received a Collateral Access Agreement as of the Effective Date, or by such other date as required under the terms of the Credit Agreement (or, if such location is acquired or leased after the Effective Date, as of the date such location is acquired or leased), the Borrower's Eligible Inventory at that location shall be excluded from the Borrowing Base. After the Effective Date, no real property or warehouse space shall be leased by such Grantor and no Inventory shall be shipped to a processor or converter under arrangements established after the Closing Date unless and until a satisfactory Collateral Access Agreement shall first have been obtained with respect to such location and if not so obtained, the Borrower's Eligible Inventory at that location shall be excluded from the Borrowing Base. Such Grantor shall timely and fully pay and perform its obligations under all leases and other agreements with respect to each leased location or third party warehouse where any Collateral is or may be located.

4.14. Deposit Account Control Agreements and Securities Account Control Agreements. Such Grantor will provide to the Administrative Agent upon the Administrative Agent's request, subject to and in accordance with the terms of the Credit Agreement, a Deposit Account Control Agreement duly executed on behalf of each financial institution holding a deposit account of such Grantor and a Securities Account Control Agreement duly executed on behalf of each financial institution holding a securities account of such Grantor.

4.15. Change of Name or Location; Change of Fiscal Year. Such Grantor shall not (a) change its name as it appears in official filings in the state of its incorporation or organization, (b) change its chief executive office (except as otherwise provided herein in Section 4.1(g), principal place of business, mailing address, corporate offices or warehouses or locations at which Collateral is held or stored (other than such locations previously approved by the Administrative Agent), or the location of its records concerning the Collateral as set forth in the Security Agreement, (c) change the type of entity that it is, (d) change its organization identification number, if any, issued by its state of incorporation or other organization, or (e) change its state of incorporation or organization, in each case, unless the Administrative Agent shall have received at least 30 days prior written notice of such change and the Administrative Agent shall have acknowledged in writing that either (1) such change will not adversely affect the validity, perfection or priority of the Administrative Agent's security interest in the Collateral, or (2) any reasonable action requested by the Administrative Agent in connection therewith has been completed or taken (including any action to continue the perfection of any Liens in favor of the Administrative Agent, on behalf of Lenders, in any Collateral), *provided that*, any new location shall be in the continental U.S. Such Grantor shall not change its fiscal year which currently ends on September 30.

ARTICLE V EVENTS OF DEFAULT AND REMEDIES

5.1. Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

(a) Any representation or warranty made by or on behalf of any Grantor under or in connection with this Security Agreement shall be materially false as of the date on which made.

(b) The breach by any Grantor of any of the terms or provisions of Article IV or Article VII hereof.

(c) The breach by any Grantor (other than a breach which constitutes an Event of Default under any other Section of this Article V) of any of the terms or provisions of this Security Agreement which is not remedied within ten days after such breach.

(d) The occurrence of any "Event of Default" under, and as defined in, the Credit Agreement.

(e) Any Equity Interest which is included within the Collateral shall at any time constitute a Security or the issuer of any such Equity Interest shall take any action to have such interests treated as a Security unless (i) all certificates or other documents constituting such Security have been delivered to the Administrative Agent and such Security is properly defined as such under Article 8 of the UCC of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise, or (ii) the Administrative Agent has entered into a control agreement with the issuer of such Security or with a securities intermediary relating to such Security and such Security is defined as such under Article 8 of the UCC of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise.

5.2. Remedies.

(a) Upon the occurrence and continuation of an Event of Default (but only as and when permitted under Article VII of the Credit Agreement and only for so long as such Event of Default continues), the Administrative Agent may exercise any or all of the following rights and remedies:

(i) those rights and remedies provided in this Security Agreement, the Credit Agreement, or any other Loan Document; *provided that*, this Article V shall not be understood to limit any rights or remedies available to the Administrative Agent and the Lenders prior to an Event of Default;

(ii) those rights and remedies available to a secured party under the UCC (whether or not the UCC applies to the affected Collateral) or under any other applicable law (including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' lien) when a debtor is in default under a security agreement;

(iii) give notice of sole control or any other instruction under any Deposit Account Control Agreement or and other control agreement with any securities intermediary and take any action therein with respect to such Collateral;

(iv) without notice (except as specifically provided in Section 8.1 or elsewhere herein), demand or advertisement of any kind to any Grantor or any other Person, enter the premises of any Grantor where any Collateral is located (through self-help and without judicial process) to collect, receive, assemble, process, appropriate, sell, lease, assign, grant an option or options to purchase or otherwise dispose of, deliver, or realize upon, the Collateral or any part thereof in one or more parcels at public or private sale or sales (which sales may be adjourned or continued from time to time with or without notice and may take place at any Grantor's premises or elsewhere), for cash, on credit or for future delivery without assumption of any credit risk, and upon such other terms as the Administrative Agent may deem commercially reasonable; and

(v) concurrently with written notice to the applicable Grantor, transfer and register in its name or in the name of its nominee the whole or any part of the Equity Collateral, to exchange certificates or instruments representing or evidencing Equity Collateral for certificates or instruments of smaller or larger denominations, to exercise the voting and all other rights as a holder with respect thereto, to collect and receive all cash dividends, interest, principal and other distributions made thereon and to otherwise act with respect to the Equity Collateral as though the Administrative Agent was the outright owner thereof.

(b) The Administrative Agent, on behalf of the Lenders, may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral or constitute a waiver by the Administrative Agent of any rights hereunder.

(c) The Administrative Agent shall have the right upon any such public sale or sales and, to the extent permitted by law, upon any such private sale or sales, to purchase for the benefit of the Administrative Agent and the Lenders, the whole or any part of the Collateral so sold, free of any right of equity redemption, which equity redemption the Grantor hereby expressly releases.

(d) Until the Administrative Agent is able to effect a sale, lease, or other disposition of Collateral, the Administrative Agent shall have the right to hold or use Collateral, or any part thereof, to the extent that it deems appropriate for the purpose of preserving Collateral or its value or for any other purpose deemed appropriate by the Administrative Agent. The Administrative Agent may, if it so elects, seek the appointment of a receiver or keeper to take possession of Collateral and to enforce any of the Administrative

Agent's remedies (for the benefit of the Administrative Agent and Lenders), with respect to such appointment without prior notice or hearing as to such appointment.

(e) If, after the Credit Agreement has terminated by its terms and all of the Obligations have been paid in full, there remain Swap Obligations outstanding, the Required Secured Parties may exercise the remedies provided in this Article V upon the occurrence of any event which would allow or require the termination or acceleration of any Swap Obligations pursuant to the terms of the Swap Agreement, to the extent the Required Secured Parties are party hereto.

(f) Notwithstanding the foregoing, neither the Administrative Agent nor the Lenders shall be required to (i) make any demand upon, or pursue or exhaust any of their rights or remedies against, any Grantor, any other obligor, guarantor, pledgor or any other Person with respect to the payment of the Secured Obligations or to pursue or exhaust any of their rights or remedies with respect to any Collateral therefor or any direct or indirect guarantee thereof, (ii) marshal the Collateral or any guarantee of the Secured Obligations or to resort to the Collateral or any such guarantee in any particular order, or (iii) effect a public sale of any Collateral.

(g) Each Grantor recognizes that the Administrative Agent may be unable to effect a public sale of any or all of the Equity Collateral and may be compelled to resort to one or more private sales thereof in accordance with clause (a) above. Each Grantor also acknowledges that any private sale may result in prices and other terms less favorable to the seller than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall not be deemed to have been made in a commercially unreasonable manner solely by virtue of such sale being private. The holders of options under the Option Agreement shall be entitled to reasonable notice in advance of any such private sale. The Administrative Agent shall be under no obligation to delay a sale of any of the Equity Collateral for the period of time necessary to permit any Grantor or the issuer of the Equity Collateral to register such securities for public sale under the Securities Act of 1933, as amended, or under applicable state securities laws, even if the applicable Grantor and the issuer would agree to do so.

(h) Proceeds from the sale of Collateral will be applied as set forth in Sections 2.18(b) and 2.18(c) of the Credit Agreement.

5.3. Grantor's Obligations Upon Event of Default. Upon the request of the Administrative Agent during the continuation of an Event of Default, each Grantor will:

(a) assemble and make available to the Administrative Agent the Collateral and all books and records relating thereto at any place or places specified by the Administrative Agent, whether at a Grantor's premises or elsewhere;

(b) in accordance with the terms of the Credit Agreement, permit the Administrative Agent, by the Administrative Agent's representatives and agents, to enter, occupy and use any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral or the books and records relating thereto, or both, to remove all or any part of the Collateral or the books and records relating thereto, or both, and to conduct sales of the Collateral, without any obligation to pay the Grantor for such use and occupancy;

(c) furnish to the Administrative Agent, or cause an issuer of Equity Collateral to furnish to the Administrative Agent, any information regarding the Equity Collateral in such detail as the Administrative Agent may reasonably request;

(d) take, or cause an issuer of Equity Collateral to take, all actions necessary to register or qualify the Equity Collateral to enable the Administrative Agent to consummate a public sale or other disposition of the Equity Collateral; and

(e) at its own expense, cause the independent certified public accountants then engaged by each Grantor to prepare and deliver to the Administrative Agent and each Lender, at any time, and from time to time, promptly upon the Administrative Agent's request, the following reports with respect to the applicable Grantor: (i) a reconciliation of all Accounts; (ii) an aging of all Accounts; (iii) trial balances; and (iv) a test verification of such Accounts.

5.4. Grant of Intellectual Property License. For the purpose of enabling the Administrative Agent to exercise the rights and remedies under this Article V at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby (a) grants to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to any Grantor) to use, license or sublicense any intellectual property rights now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof and (b) irrevocably agrees that the Administrative Agent may sell any of such Grantor's Inventory directly to any person, including without limitation persons who have previously purchased the Grantor's Inventory from such Grantor and in connection with any such sale or other enforcement of the Administrative Agent's rights under this Security Agreement, may sell Inventory which bears any Trademark owned by or licensed to such Grantor and any Inventory that is covered by any Copyright owned by or licensed to such Grantor and the Administrative Agent may finish any work in process and affix any Trademark owned by or licensed to such Grantor and sell such Inventory as provided herein, to the extent permitted by the applicable license agreement with respect to Intellectual Property licensed from a third party.

ARTICLE VI ACCOUNT VERIFICATION; ATTORNEY IN FACT; PROXY

6.1. Account Verification. The Administrative Agent may at any time, in the Administrative Agent's own name, in the name of a nominee of the Administrative Agent, or in the name of any Grantor communicate (by mail, telephone, facsimile or otherwise) with the Account Debtors of any such Grantor, parties to contracts with any such Grantor and obligors in respect of Instruments of any such Grantor to verify with such Persons, to the Administrative Agent's satisfaction, the existence, amount, terms of, and any other matter relating to, Accounts, Instruments, Chattel Paper, payment intangibles and/or other Receivables. As an accommodation, the Administrative Agent shall use reasonable efforts to keep the applicable Grantor informed of any such action it may take pursuant to this Section 6.1; provided that failure of the Administrative Agent to so inform any Grantor of any action so taken shall not constitute a breach of this Agreement.

6.2. Authorization for Secured Party to Take Certain Action.

(a) Each Grantor irrevocably authorizes the Administrative Agent at any time and from time to time in the sole discretion of the Administrative Agent and appoints the Administrative Agent as its attorney in fact (i) to execute on behalf of such Grantor as debtor and to file financing statements necessary or desirable in the Administrative Agent's sole discretion to perfect and to maintain the perfection and priority of the Administrative Agent's security interest in the Collateral, (ii) to endorse and collect any cash proceeds of the Collateral, (iii) to file a carbon, photographic or other reproduction of this Security Agreement or any financing statement with respect to the Collateral as a financing statement and to file any other financing statement or amendment of a financing statement (which does not add new collateral or add a debtor) in such offices as the Administrative Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Administrative Agent's security interest in the Collateral, (iv) to contact and enter into one or more agreements with the issuers of securities which are Equity Collateral or with securities intermediaries holding Equity Collateral as may be necessary or advisable to give the Administrative Agent Control over such Equity Collateral, (v) to apply the proceeds of any Collateral received by the Administrative Agent to the Secured Obligations as provided in Section 2.18 of the Credit Agreement, (vi) to discharge past due taxes, assessments, charges, fees or Liens on the Collateral (except for such Liens as are specifically permitted

hereunder), (vii) to contact Account Debtors for any reason, (viii) to demand payment or enforce payment of the Receivables in the name of the Administrative Agent or such Grantor and to endorse any and all checks, drafts, and other instruments for the payment of money relating to the Receivables, (ix) to sign such Grantor's name on any invoice or bill of lading relating to the Receivables, drafts against any Account Debtor of the Grantor, assignments and verifications of Receivables, (x) to exercise all of such Grantor's rights and remedies with respect to the collection of the Receivables and any other Collateral, (xi) to settle, adjust, compromise, extend or renew the Receivables, (xii) to settle, adjust or compromise any legal proceedings brought to collect Receivables, (xiii) to prepare, file and sign such Grantor's name on a proof of claim in bankruptcy or similar document against any Account Debtor of such Grantor, (xiv) to prepare, file and sign such Grantor's name on any notice of Lien, assignment or satisfaction of Lien or similar document in connection with the Receivables, (xv) to change the address for delivery of mail addressed to such Grantor to such address as the Administrative Agent may designate and to receive, open and dispose of all mail addressed to such Grantor, and (xvi) to do all other acts and things necessary to carry out this Security Agreement; and such Grantor agrees to reimburse the Administrative Agent on demand for any payment made or any expense incurred by the Administrative Agent in connection with any of the foregoing; *provided that*, this authorization shall not relieve such Grantor of any of its obligations under this Security Agreement or under the Credit Agreement.

(b) Upon the occurrence and during the continuation of an Event of Default, each Grantor irrevocably authorizes the Administrative Agent at any time and from time in the sole discretion of the Administrative Agent and appoints the Administrative Agent as its attorney in fact (i) to endorse and collect any cash proceeds of the Collateral, (ii) to apply the proceeds of any Collateral received by the Administrative Agent to the Secured Obligations as provided in Section 2.18 of the Credit Agreement, (iii) to contact Account Debtors for any reason, (iv) to sign such Grantor's name on any invoice or bill of lading relating to the Receivables, drafts against any Account Debtor of the Grantor, assignments and verifications of Receivables, (v) to exercise all of such Grantor's rights and remedies with respect to the collection of the Receivables and any other Collateral, (vi) to settle, adjust, compromise, extend or renew the Receivables, (vii) to settle, adjust or compromise any legal proceedings brought to collect Receivables, (viii) to prepare, file and sign such Grantor's name on a proof of claim in bankruptcy or similar document against any Account Debtor of such Grantor, (ix) to prepare, file and sign such Grantor's name on any notice of Lien, assignment or satisfaction of Lien or similar document in connection with the Receivables, (x) to change the address for delivery of mail addressed to such Grantor to such address as the Administrative Agent may designate and to receive, open and dispose of all mail addressed to such Grantor, and (xi) to do all other acts and things necessary to carry out this Security Agreement.

(c) All acts of said attorney or designee are hereby ratified and approved. The powers conferred on the Administrative Agent, for the benefit of the Administrative Agent and Lenders, under this Section 6.2 are solely to protect the Administrative Agent's interests in the Collateral and shall not impose any duty upon the Administrative Agent or any Lender to exercise any such powers.

6.3. Proxy. EACH GRANTOR HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS THE ADMINISTRATIVE AGENT AS ITS PROXY AND ATTORNEY-IN-FACT (AS SET FORTH IN SECTION 6.2 ABOVE) WITH RESPECT TO ITS EQUITY COLLATERAL, INCLUDING THE RIGHT TO VOTE SUCH EQUITY COLLATERAL, WITH FULL POWER OF SUBSTITUTION TO DO SO. IN ADDITION TO THE RIGHT TO VOTE ANY SUCH EQUITY COLLATERAL, THE APPOINTMENT OF THE ADMINISTRATIVE AGENT AS PROXY AND ATTORNEY-IN-FACT SHALL INCLUDE THE RIGHT TO EXERCISE ALL OTHER RIGHTS, POWERS, PRIVILEGES AND REMEDIES TO WHICH A HOLDER OF SUCH EQUITY COLLATERAL WOULD BE ENTITLED (INCLUDING GIVING OR WITHHOLDING WRITTEN CONSENTS OF SHAREHOLDERS, CALLING SPECIAL MEETINGS OF SHAREHOLDERS AND VOTING AT SUCH MEETINGS). SUCH PROXY SHALL BE EFFECTIVE, AUTOMATICALLY AND WITHOUT THE NECESSITY OF ANY ACTION (INCLUDING ANY TRANSFER OF ANY SUCH EQUITY COLLATERAL ON THE RECORD BOOKS OF THE ISSUER

THEREOF) BY ANY PERSON (INCLUDING THE ISSUER OF SUCH EQUITY COLLATERAL OR ANY OFFICER OR AGENT THEREOF), UPON THE OCCURRENCE OF AN EVENT DEFAULT HEREUNDER.

6.4. Nature of Appointment; Limitation of Duty. THE APPOINTMENT OF THE ADMINISTRATIVE AGENT AS PROXY AND ATTORNEY-IN-FACT IN THIS ARTICLE VI IS COUPLED WITH AN INTEREST AND SHALL BE IRREVOCABLE UNTIL THE DATE ON WHICH THIS SECURITY AGREEMENT IS TERMINATED IN ACCORDANCE WITH SECTION 8.14. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, NEITHER THE ADMINISTRATIVE AGENT, NOR ANY LENDER, NOR ANY OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL HAVE ANY DUTY TO EXERCISE ANY RIGHT OR POWER GRANTED HEREUNDER OR OTHERWISE OR TO PRESERVE THE SAME AND SHALL NOT BE LIABLE FOR ANY FAILURE TO DO SO OR FOR ANY DELAY IN DOING SO, EXCEPT IN RESPECT OF DAMAGES ATTRIBUTABLE SOLELY TO THEIR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION; PROVIDED THAT, IN NO EVENT SHALL THEY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES.

ARTICLE VII COLLECTION AND APPLICATION OF COLLATERAL PROCEEDS; DEPOSIT ACCOUNTS

7.1. Collection of Receivables.

(a) Within such time as required by the terms of the Credit Agreement, each Grantor shall (a) execute and deliver to the Administrative Agent Deposit Account Control Agreements for each Deposit Account, other than accounts not to be covered by Deposit Account Control Agreements in accordance with the terms of the Credit Agreement, maintained by such Grantor into which all cash, checks or other similar payments relating to or constituting payments made in respect of Receivables will be deposited (a "Collateral Deposit Account"), which Collateral Deposit Accounts are identified as such on Exhibit B, and (b) establish Lockbox service (the "Lockboxes") with the bank(s) set forth in Exhibit B, which Lockboxes shall be subject to irrevocable lockbox agreements (each, a "Lockbox Agreement") in the form provided by or otherwise acceptable to the Administrative Agent and shall be accompanied by an acknowledgment by the bank where the Lockbox is located of the Lien of the Administrative Agent granted hereunder and of irrevocable instructions to wire all amounts collected therein to the Collection Account. After the Closing Date, each Grantor will comply with the terms of Section 7.2.

(b) Each Grantor shall direct all of its Account Debtors to forward payments directly to Lockboxes subject to Lockbox Agreements. The Administrative Agent shall have sole access to the Lockboxes at all times and each Grantor shall take all actions necessary to grant the Administrative Agent such sole access. At no time shall any Grantor remove any item from a Lockbox or from a Collateral Deposit Account without the Administrative Agent's prior written consent. If any Grantor should refuse or neglect to notify any Account Debtor to forward payments directly to a Lockbox subject to a Lockbox Agreement after notice from the Administrative Agent, the Administrative Agent shall be entitled to make such notification directly to the Account Debtor. If notwithstanding the foregoing instructions, any Grantor receives any proceeds of any Receivables, such Grantor shall receive such payments as the Administrative Agent's trustee, and shall immediately deposit all cash, checks or other similar payments related to or constituting payments made with respect to Receivables received by it to a Collateral Deposit Account. All funds deposited into any Lockbox subject to a Lockbox Agreement or a Collateral Deposit Account will be swept on a daily basis into the Collection Account. The Administrative Agent shall hold and apply funds received into the Collection Account as provided by the terms of Section 2.18 of the Credit Agreement.

7.2. Covenant Regarding New Deposit Accounts; Lockboxes. Before opening or replacing any Collateral Deposit Account, other Deposit Account, or establishing a new Lockbox, each Grantor shall (a) obtain the Administrative Agent's consent in writing to the opening of such Deposit Account or Lockbox, and

(b) cause each bank or financial institution in which it seeks to open (i) a Deposit Account, to enter into a Deposit Account Control Agreement with the Administrative Agent in order to give the Administrative Agent Control of such Deposit Account, or (ii) a Lockbox, to enter into a Lockbox Agreement with the Administrative Agent in order to give the Administrative Agent Control of the Lockbox. In the case of Deposit Accounts or Lockboxes maintained with Lenders, the terms of such letter shall be subject to the provisions of the Credit Agreement regarding setoffs.

ARTICLE VIII GENERAL PROVISIONS

8.1. Waivers. Each Grantor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to the Grantors, addressed as set forth in Article IX, at least ten days prior to (i) the date of any such public sale or (ii) the time after which any such private sale or other disposition may be made. To the maximum extent permitted by applicable law, each Grantor waives all claims, damages, and demands against the Administrative Agent or any Lender arising out of the repossession, retention or sale of the Collateral, except such as arise solely out of the gross negligence or willful misconduct of the Administrative Agent or such Lender as finally determined by a court of competent jurisdiction. To the extent it may lawfully do so, each Grantor absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against the Administrative Agent or any Lender, any valuation, stay, appraisal, extension, moratorium, redemption or similar laws and any and all rights or defenses it may have as a surety now or hereafter existing which, but for this provision, might be applicable to the sale of any Collateral made under the judgment, order or decree of any court, or privately under the power of sale conferred by this Security Agreement, or otherwise. Except as otherwise specifically provided herein, each Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

8.2. Limitation on Administrative Agent's and Lenders' Duty with Respect to the Collateral. The Administrative Agent shall have no obligation to clean-up or otherwise prepare the Collateral for sale. The Administrative Agent and each Lender shall use reasonable care with respect to the Collateral in its possession or under its control. Neither the Administrative Agent nor any Lender shall have any other duty as to any Collateral in its possession or control or in the possession or control of any agent or nominee of the Administrative Agent or such Lender, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. To the extent that applicable law imposes duties on the Administrative Agent to exercise remedies in a commercially reasonable manner, each Grantor acknowledges and agrees that it is commercially reasonable for the Administrative Agent (i) to fail to incur expenses deemed significant by the Administrative Agent to prepare Collateral for disposition or otherwise to transform raw material or work in process into finished goods or other finished products for disposition, (ii) to fail to obtain third-party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third-party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against Account Debtors or other Persons obligated on Collateral or to remove Liens on or any adverse claims against Collateral, (iv) to exercise collection remedies against Account Debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (vi) to contact other Persons, whether or not in the same business as such Grantor, for expressions of interest in acquiring all or any portion of such Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature, (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (xi) to purchase

insurance or credit enhancements to insure the Administrative Agent against risks of loss, collection or disposition of Collateral or to provide to the Administrative Agent a guaranteed return from the collection or disposition of Collateral, or (xii) to the extent deemed appropriate by the Administrative Agent, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Administrative Agent in the collection or disposition of any of the Collateral. Each Grantor acknowledges that the purpose of this Section 8.2 is to provide non-exhaustive indications of what actions or omissions by the Administrative Agent would be commercially reasonable in the Administrative Agent's exercise of remedies against the Collateral and that other actions or omissions by the Administrative Agent shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 8.2. Without limitation upon the foregoing, nothing contained in this Section 8.2 shall be construed to grant any rights to any Grantor or to impose any duties on the Administrative Agent that would not have been granted or imposed by this Security Agreement or by applicable law in the absence of this Section 8.2.

8.3. Compromises and Collection of Collateral. The Grantors and the Administrative Agent recognize that setoffs, counterclaims, defenses and other claims may be asserted by obligors with respect to certain of the Receivables, that certain of the Receivables may be or become uncollectible in whole or in part and that the expense and probability of success in litigating a disputed Receivable may exceed the amount that reasonably may be expected to be recovered with respect to a Receivable. In view of the foregoing, each Grantor agrees that the Administrative Agent may at any time and from time to time, if an Event of Default has occurred and is continuing, compromise with the obligor on any Receivable, accept in full payment of any Receivable such amount as the Administrative Agent in its sole discretion shall determine or abandon any Receivable, and any such action by the Administrative Agent shall be commercially reasonable so long as the Administrative Agent acts in good faith based on information known to it at the time it takes any such action.

8.4. Secured Party Performance of Debtor Obligations. Without having any obligation to do so, the Administrative Agent may perform or pay any obligation which any Grantor has agreed to perform or pay in this Security Agreement and the Grantors shall reimburse the Administrative Agent for any amounts paid by the Administrative Agent pursuant to this Section 8.4. The Grantors' obligation to reimburse the Administrative Agent pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

8.5. Specific Performance of Certain Covenants. Each Grantor acknowledges and agrees that a breach of any of the covenants contained in Sections 4.1(d), 4.1(e), 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.12, 4.13, 4.14, 4.15, 4.16, 5.3, or 8.7 or in Article VII will cause irreparable injury to the Administrative Agent and the Lenders, that the Administrative Agent and Lenders have no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of the Administrative Agent or the Lenders to seek and obtain specific performance of other obligations of the Grantors contained in this Security Agreement, that the covenants of the Grantors contained in the Sections referred to in this Section 8.5 shall be specifically enforceable against the Grantors.

8.6. Dispositions Not Authorized. No Grantor is authorized to sell or otherwise dispose of the Collateral except as set forth in Section 4.1(d) and notwithstanding any course of dealing between any Grantor and the Administrative Agent or other conduct of the Administrative Agent, no authorization to sell or otherwise dispose of the Collateral (except as set forth in Section 4.1(d)) shall be binding upon the Administrative Agent or the Lenders unless such authorization is in writing signed by the Administrative Agent with the consent or at the direction of the Required Secured Parties.

8.7. No Waiver; Amendments; Cumulative Remedies. No delay or omission of the Administrative Agent or any Lender to exercise any right or remedy granted under this Security Agreement shall impair such right or remedy or be construed to be a waiver of any Default or an acquiescence thereto, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Security Agreement whatsoever shall be valid unless in writing signed by the Administrative Agent with the concurrence or at the direction of the Lenders required under Section 9.02 of the Credit

Agreement and then only to the extent in such writing specifically set forth. All rights and remedies contained in this Security Agreement or by law afforded shall be cumulative and all shall be available to the Administrative Agent and the Lenders until the Secured Obligations have been paid in full.

8.8. Limitation by Law; Severability of Provisions. All rights, remedies and powers provided in this Security Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Security Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Security Agreement invalid, unenforceable or not entitled to be recorded or registered, in whole or in part. Any provision in this Security Agreement that is held to be inoperative, unenforceable or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability or validity of that provision in any other jurisdiction, and to this end the provisions of this Security Agreement are declared to be severable.

8.9. Reinstatement. This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

8.10. Benefit of Agreement. The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of the Grantors, the Administrative Agent and the Lenders and their respective successors and assigns (including all persons who become bound as a debtor to this Security Agreement), except that no Grantor shall have the right to assign its rights or delegate its obligations under this Security Agreement or any interest herein, without the prior written consent of the Administrative Agent. No sales of participations, assignments, transfers, or other dispositions of any agreement governing the Secured Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, hereunder.

8.11. Survival of Representations. All representations and warranties of the Grantors contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

8.12. Taxes and Expenses. Any taxes (including income taxes) payable or ruled payable by federal or state authority in respect of this Security Agreement shall be paid by the Grantors, together with interest and penalties thereon or with respect thereto, if any. The Grantors shall reimburse the Administrative Agent for any and all out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Administrative Agent) paid or incurred by the Administrative Agent in connection with the preparation, execution, delivery, administration, collection and enforcement of this Security Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral). Any and all costs and expenses incurred by the Grantors in the performance of actions required pursuant to the terms hereof shall be borne solely by the Grantors.

8.13. Headings. The title of and section headings in this Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Security Agreement.

8.14. Termination. This Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations (other than as of their unasserted indemnity obligations) have been paid and performed in full (or with respect to any outstanding Letters of Credit, a cash deposit or supporting Letter of Credit has been delivered to the Administrative Agent as required by the Credit Agreement) and no commitments of the Administrative Agent or the Lenders which would give rise to any Secured Obligations are outstanding.

8.15. Entire Agreement. This Security Agreement embodies the entire agreement and understanding between the Grantors and the Administrative Agent relating to the Collateral and supersedes all prior agreements and understandings between the Grantors and the Administrative Agent relating to the Collateral.

8.16. CHOICE OF LAW. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

8.17. CONSENT TO JURISDICTION. EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AND EACH GRANTOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY ANY GRANTOR AGAINST THE ADMINISTRATIVE AGENT OR ANY LENDER OR ANY AFFILIATE OF THE AGENT OR ANY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN NEW YORK, NEW YORK.

8.18. WAIVER OF JURY TRIAL. EACH GRANTOR, THE ADMINISTRATIVE AGENT AND EACH LENDER HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE RELATIONSHIP ESTABLISHED THEREUNDER.

8.19. Indemnity. Each Grantor hereby agrees to indemnify the Administrative Agent and the Lenders, and their respective successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, costs and expenses of any kind and nature (including, without limitation, all expenses of litigation or preparation therefor whether or not the Administrative Agent or any Lender is a party thereto) imposed on, incurred by or asserted against the Administrative Agent or the Lenders, or their respective successors, assigns, agents and employees, in any way relating to or arising out of this Security Agreement or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (including, without limitation, latent and other defects, whether or not discoverable by the Administrative Agent or the Lenders or any Grantor, and any claim for Patent, Trademark or Copyright infringement).

8.20. Counterparts. This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Security Agreement by signing any such counterpart.

ARTICLE IX NOTICES

9.1. Sending Notices. Any notice required or permitted to be given under this Security Agreement shall be sent by United States mail, telecopier, personal delivery or nationally established overnight courier service, and shall be deemed received (a) when received, if sent by hand or overnight courier service, or mailed by certified or registered mail notices or (b) when sent, if sent by telecopier (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient), in each case addressed to the Grantors at the notice address set forth on Exhibit A, and to the Administrative Agent and the Lenders at the addresses set forth in accordance with Section 9.01 of the Credit Agreement.

9.2. Change in Address for Notices. Each of the Grantors, the Administrative Agent and the Lenders may change the address for service of notice upon it by a notice in writing to the other parties.

ARTICLE X THE ADMINISTRATIVE AGENT

JPMorgan Chase Bank, N.A. has been appointed Administrative Agent for the Lenders hereunder pursuant to Article VIII of the Credit Agreement. It is expressly understood and agreed by the parties to this Security Agreement that any authority conferred upon the Administrative Agent hereunder is subject to the terms of the delegation of authority made by the Lenders to the Administrative Agent pursuant to the Credit Agreement, and that the Administrative Agent has agreed to act (and any successor Administrative Agent shall act) as such hereunder only on the express conditions contained in such Article VIII. Any successor Administrative Agent appointed pursuant to Article VIII of the Credit Agreement shall be entitled to all the rights, interests and benefits of the Administrative Agent hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantors and the Administrative Agent have executed this Security Agreement as of the date first above written.

HOP ENERGY, LLC, as Grantor

By: Sean A. Gubb
Name:
Title:

HOP ENERGY HOLDINGS, INC., as Grantor

By: Sean A. Gubb
Name:
Title:

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

By: *Peter C Selva*

Name: *PETER C SELVA*

Title: *VICE PRESIDENT*

EXHIBIT A

(See Sections 3.2, 3.3, 3.4, 3.9 and 9.1 of Security Agreement)

NOTICE ADDRESS FOR ALL GRANTORS

HOP Energy, LLC
c/o Chief Financial Officer
1120 Post Road
Darien CT 06820
Attention: Sean Gumbs
Facsimile: 203-655-9383

INFORMATION AND COLLATERAL LOCATIONS OF HOP ENERGY, LLC

- I. **Name of Grantor:** HOP Energy, LLC
- II. **State of Incorporation or Organization:** Delaware
- III. **Type of Entity:** ~~Limited Liability Company~~
- IV. **Organizational Number assigned by State of Organization:** 4197461
- V. **Federal Identification Number:** 06-1434797
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**
 - Attention: Chief Financial Officer
 - HOP Energy, LLC
 - 1120 Post Road
 - Darien CT 06820
- VII. **Locations of Collateral:**
 - (a) Properties Owned by the Grantor:

see attached schedule "HOP Energy, LLC Schedule VII (a) Properties Owned by the Grantor"

(b) Properties Leased by the Grantor (Include Landlord's Name):

see attached schedule "HOP Energy, LLC Schedule VII (b)

Properties Leased by the Grantor"

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements
(include name of Warehouse Operator or other Bailee or Consignee):

Schedule VII (c)

see attached schedule "Public Warehouses or other Locations pursuant to
Bailment or Consignment Arrangements
(throughput locations)"

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INFORMATION AND COLLATERAL LOCATIONS OF HOP ENERGY HOLDINGS, INC.

- I. **Name of Grantor:** HOP Energy Holdings, Inc.
- II. **State of Incorporation or Organization:** Delaware
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation:** 4194512
- V. **Federal Identification Number:** 20-5255993
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

Attention: Attention: Chief Financial Officer
HOP Energy, LLC
1120 Post Road
Darien CT 06820

VII. **Locations of Collateral:**

- (a) Properties Owned by the Grantor: none

- (b) Properties Leased by the Grantor (Include Landlord's Name): none

- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee): none

[NOTE: ADD ADDITIONAL INFORMATION PAGE FOR EACH GRANTOR]

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HOP Energy, LLC

Schedule VII (a)
Properties Owned by the Grantor

1. Diamond/Delchester/Major Oil
841 Lincoln Avenue
P.O. Box 596
Westchester, PA 19830
2. Diamond/Delchester/Major Oil
Kennett Square
613 Ways Lane
431 So. Walnut Steet
Kennett Square, PA 19348
3. Diamond/Delchester/Major Oil
501 to 503 East Hunting Park Avenue
Philadelphia, PA 19124

4. Brinker's Fuel
445 North West Street
Doylestown, PA 18901
5. Brinker's Fuel
504 Easton Road
Riegelsville, PA 18077
6. DDLC
(a/k/a Danielson Oil)
84 Shephard Hill Road
Danielson, Connecticut 06239
7. DDLC
(a/k/a City Coal Company)
410 Bank Street
New London, Connecticut 06320
8. Valley Oil
82 Columbia Avenue
Willimantic, Connecticut 06226
9. Valley Oil
Lots # 2072 208 209 and 210 Kickapoo Road
Middlefield CT 06455
10. Terry Oil
17 Meserve Street
Hopkinton, MA 01748

There are no buildings at this location.

Note: Location has three bulk fuel storage tanks

HOP Energy, LLC

Schedule VII (b)
Properties Leased by the Grantor

1. Branch: Altemos Atlantic Fuel Oil
1801 Union Boulevard
Allentown, PA 18103

Owned by: Lehigh Valley Commercial Properties, LLC
825 12th Avenue
Bethlehem PA 18018

2. Branch: Altemos Atlantic Oil
533 East Penn Street
Lehighton, PA 18235

Owned by: Pipeline Petroleum Corp.
P.O. Box 159
Macungie, PA 18062

3. Branch: Brinker's Fuel
175 N. Stockton Avenue
New Hope, PA 18938

Owned by: Ernie Enterprises, Inc.
54 West Ferry Street
New Hope, PA 18938

4. Branch: CT Refining Co.
25 Bernhard Road
North Haven Ct 06473

Owned by: Executive Office Centers
36 Mill Plain Road, Suite 211
Danbury, Connecticut 06811

5. Branch: Automatic / TLC
62 Oakland Avenue and
64 Oakland Avenue
East Hartford, Connecticut 06108

Leased from:
c/o M & G Associates
P.O. Box 280403
120 Tolland Street
East Hartford, CT 06128

6. Branch: Valley Oil

Schedule VII (b)
Properties Leased by the Grantor

36 Brownstone Avenue (formerly 1 Brownstone)
Portland, Connecticut 06480

Owned by: Office/Shop
Briggs & Briggs, LLC
c/o Richard W. Tomc, Esq.
49 Main Street
Middletown, CT 06457

7. Branch: Saybrook / Pipeline Oil
17 Industrial Park Road, Unit 9
Centerbrook CT 06409

Owned by: 17 Industrial Park Road Condominiums, LLC
P.O. Box 250
Essex CT 06426

8. Heating Oil Partners, L.P.
Corporate Headquarters – 2nd floor
1120 Post Road
Darien, Connecticut 06820

~~Owned by: F & F Management Company~~
27 Crescent Street
P.O. Box 2186
Stamford, CT 06906

9. Heating Oil Partners, L.P.
Corporate Headquarters – 3rd floor
1120 Post Road
Darien, Connecticut 06820

Owned by: F & F Management Company
27 Crescent Street
P.O. Box 2186
Stamford, CT 06906

Leased to: Bank of America

Sub-Leased to: Heating Oil Partners, L.P.

10. Branch: Oil Express - Cape
132 East Falmouth Highway
Route 28
East Falmouth, MA 02536

Owned by: Buckley & Scott Co., Inc.
c/o Weathermark Investments, Inc.
35 Braintree Hill Park
Braintree, MA 02184

11. Branch: Oil Express - Westminster
23 Village Inn Road
Westminster, MA 01473

Owned by: Village Realty Trust
23 Village Inn Road
Westminster, MA 01473

Schedule VII (b)
Properties Leased by the Grantor

12. Branch: Alliance Express
11 Broadway
Chelsea, MA 01250

Owned by: Global Companies, LLC
800 South Street
Watermill Center
Watham, MA 02254

13. Branch: Alliance Express
432 Quincy Avenue
Braintree, MA 02184

Owned by: Citgo Petroleum Corporation
1293 Eldridge Parkway
Houston TX 77077

14. Branch: Alliance Express
50 Tower Road
Newton Upper Falls MA 02164

Owned by: Bigelow Oil
50 Tower Road
Newton Upper Falls MA 02164

15. Branch: Terry Oil
122 South Street
Hopkinton, MA 01748

Owned by: Thomas B. O'Brien Trustee of
Jelrich Realty Trust u/d/t dated 9/28/68
P.O. Box 44
Berlin MA 01503

16. Branch: Metro Fuel
1011 Hudson Avenue
Ridgefield NJ 07657-2316

Owned by: Brenner Ridgefield
P.O. Box 213
Ridgefield NJ 07657

17. Branch: Madison Oil
2125 Mill Avenue
Brooklyn NY 11234

Owned by: BBPR Realty Corp.
2125 Mill Avenue
Brooklyn NY 11234-6307

18. Branch: Beacon Oil
746 Avenue E

Schedule VII (b)
Properties Leased by the Grantor

Bayonne NJ 07002

Owned by: Beacon Oil Company, Inc.
8 Watson Court East
Edison NJ 08820

19. Branch: HOP Fleet Fueling
900 N. Lenola Road, Unit 7-L
Moorestown NJ 08057

Owned by: S.D. Mayberry.
876 North Lenola Road
Moorestown NJ 08057

20. Branch: HOP Fleet Fueling
One Neshaminy Interplex, Suite 300
Treose PA 19053

Owned by: Lincoln Subsidiary Joint Venture III
Two Neshaminy Interplex, Suite 305
Treose PA 19053

21. Branch: North Atlantic Energy
1160 Randall Avenue
Bronx NY 10474

Owned by: LARJJ Properties LLC
1160 Randall Avenue
Bronx NY 10474

22. Branch: Madison Oil
Truck Parking
2124 Mill Avenue
Brooklyn NY 11234

Owned by: Mill Island Ventures
204 Ralph Avenue
Brooklyn NY 11234

23. Branch: HOP Fleet Fueling
176 Centre Street
Holbrook MA 02343

Owned by: Taylor Oil
P.O. Box 974
Somerville NJ 08876

24. Branch: HOP Fleet Fueling
2600 Marshes Dock Road
Linden NJ 07038

Owned by: Gulf Oil
90 Everett Avenue
Chelsea MA 02150

25. Branch: HOP Fleet Fueling

Schedule VII (b)
Properties Leased by the Grantor

801 East Ordinance Road
Baltimore MD 21226

Owned by: BP Products
801 East Ordinance Road
Baltimore MD 21226

26. Branch: Metro Fuel
Truck Parking
1 Ruckman Road
Closter NJ 07624

Owned by: Donald Schmidt
PO Box 538
Clostner NJ

27. Branch: Metro Fuel
Truck Parking
1011 Pleasantview Terrace
Ridgefield NJ 07657

Owned by: Richard Labov
453 Broad Avenue
Ridgefield NJ 07657

28. Branch: HOP Fleet Fueling
Truck Parking
1117 McKinley Avenue
Lancaster PA 17601

Owned by: Rhoads Energy
P.O. Box 1198
624 S. Prince St
Lancaster PA 17601

29. Branch: HOP Fleet Fueling
Truck Parking
2107 W. Newport Pike
Wilmington DE 19804-3719

Owned by: Wayne Salvadore
P.O. Box 1198
2107 W. Newport Pike
Wilmington DE 19804-3719

30. Branch: HOP Fleet Fueling
Truck Parking
186 South Robinson Avenue
Newburgh NY 12550

Owned by: Phase II Diesel, Inc.
186 South Robinson Avenue
Newburgh NY 12550

Schedule VII (b)
Properties Leased by the Grantor

31. Heating Oil Partners, L.P.
Apartment
Fairfield County, CT

Owned by: Equity Corporate Housing
6525 Morrison Blve, Suite 212
Charlotte NC 28211

32. Heating Oil Partners, L.P.
Apartment
200 Broad Street
Stamford CT 06901-2067

Owned by: Avalon Bay Communities, Inc.
200 Broad Street
Stamford CT

33. Branch: Oil Express - Cape
Truck parking
4 Station Road
Harwich MA 02645

Owned by: Cape Cod Oil
P.O. Box 993
Provincetown MA 02657

34. Heating Oil Partners, L.P.
Corporate Headquarters – 3rd floor
4 West Red Oak Lane
White Plains New York 10604

Owned by: One & Four Red Oak, LLC
One West Red Oak Lane
White Plains NY 10604

35. Branch: Altemos Atlantic Oil
1109 Union Boulevard, 1st floor
Allentown PA 18109

Owned by: George W. Kistler, Jr.
Aka: Emmaus Storage Yard
23 South 6th Street
Emmaus PA 18049

HOP Energy, LLC

Schedule VII (c)
Public Warehouses or other Locations pursuant to
Bailment or Consignment Arrangements
(throughput locations)

1. 1225 West Ridge Pike
Conshohocken PA 19428

Throughput Location
Throughput is with
J. Gress Oil
P.O. Box 628
Norristown PA 19404-0628

2. 190 Industrial Drive
Easton, PA 18042

Throughput Location
Throughput is with
Aerni & Heitzel
190 Industrial Drive
Easton, PA 18042
3. 3251 Treewig-Town Road
Colmar, PA

Throughput Location
Throughput is with
Colmar Terminal, Inc.
219 Keith Valley Road
Horsam PA 19044-1408
4. 1463 Lambertson Road
Trenton, NJ 08611

Throughput Location
Throughput is with
Duck Island Terminal, Inc.
1463 Lambertson Road
Trenton, NJ 08611
5. 3115 State Road
Telford, PA 18969

Throughput Location
Throughput is with
Farm & Home
3115 State Road
Box 339

Telford PA 18969

6. 43 Lafayette Street
Waterbury, CT

Throughput Location
Throughput is with
Mercury Fuel Service, Inc.
43 Lafayette Street
Waterbury CT 06708

7. 535 North Colony Street
Meriden, CT 06450

Throughput Location
Throughput is with
Tuxis Ohr's, a division
of T/O Energy
P.O. Box 0953
Meriden CT 06450-0953

8. 22 Brownstone Avenue
Portland CT
-

Throughput Location
Throughput is with
B & B Petroleum, Inc.
22 Brownstone Avenue
Portland CT 06480

9. 54 Depot Avenue
Falmouth, MA 02540

Throughput Location
Throughput is with
Falmouth Coal Company, Inc.
21 North Main Street
Drawer 607
Falmouth MA 02541

10. 4 Station Road
Harwich MA

Throughput Location
Throughput is with
Cape Cod Oil Co, Inc.
P.O. Box 993
Provincetown MA 02657

11. 672 Main Street
Holden, MA 01520

Throughput Location
Throughput is with
Wachusett Fuel Oil
Distribution, Inc.
P.O. Box 298
Holden MA 01520

12. 34 Francis Avenue
Hartford CT

Throughput Location
Throughput is with
Sack Distributors
34 Francis Avenue
Hartford CT 06106

13. 14 East Dudley Town Road
Bloomfield CT

Throughput Location
Throughput is with
Sack Distributors
34 Francis Avenue
Hartford CT 06106

14. Powder Mill Industrial Park
Canton CT

Throughput Location
Throughput is with
Sack Distributors
34 Francis Avenue
Hartford CT 06106

15. 1776 Shore Parkway
Brooklyn NY 11214

Throughput Location
Throughput is with Bayside Fuel Oil Depot Corp.
1776 Shore Parkway
Brooklyn NY 11214

16. 1100 Grand Street
Brooklyn NY 11211

Throughput Location
Throughput is with Bayside Fuel Oil Depot Corp.
1776 Shore Parkway
Brooklyn NY 11214

17. 1 N. 12th Street
Brooklyn NY 11211

Throughput Location
Throughput is with Bayside Fuel Oil Depot Corp.
1776 Shore Parkway
Brooklyn NY 11214

18. 537 Smith Street
Brooklyn NY 11231

Throughput Location
Throughput is with Bayside Fuel Oil Depot Corp.
1776 Shore Parkway
Brooklyn NY 11214

19. 1400 Ferris Place
Bronx NY 10461

Throughput Location
Throughput is with Fred Schildwachter & Sons
1400 Ferris Place
Bronx NY 10461

EXHIBIT B
(SEE SECTION 3.5 OF SECURITY AGREEMENT)

DEPOSIT ACCOUNTS

| <u>Name of Grantor</u> | <u>Name of Institution</u> | <u>Account Number</u> | Check here if Deposit Account is a Collateral <u>Deposit Account</u> | Description of Deposit Account if not a Collateral <u>Deposit Account</u> |
|------------------------|---|-----------------------|---|--|
| | | | | |
| | see attached schedule "Exhibit B Deposit Accounts" | | | |
| | | | | |
| | | | | |
| | | | | |

LOCKBOXES

| <u>Name of Grantor</u> | <u>Name of Institution</u> | <u>Lockbox Number</u> |
|------------------------|--------------------------------|-----------------------|
| HOP Energy, LLC | Citizens Bank of Massachusetts | 9593 |
| HOP Energy, LLC | Citizens Bank of Massachusetts | 9594 |
| HOP Energy, LLC | Citizens Bank of Massachusetts | 9595 |
| HOP Energy, LLC | Citizens Bank of Massachusetts | 9596 |
| HOP Energy, LLC | Citizens Bank of Massachusetts | 5778 |

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EXHIBIT B

DEPOSIT ACCOUNTS

HOP Energy, LLC

| <u>Name of Grantor</u> | <u>Name of Institution</u> | <u>Account Number</u> | Check here if Deposit Account is a Collateral <u>Deposit Account</u> | Description of Deposit Account if not a Collateral <u>Deposit Account</u> |
|------------------------|----------------------------|-----------------------|--|---|
| 1 HOP Energy, LLC | Bank of America | 9429169862 | yes | Operating Account |
| 2 HOP Energy, LLC | Bank of America | 0080223449 | no | controlled disbursement checking account |
| 3 HOP Energy, LLC | Citizens Bank | 1135569115 | yes | Comm checking account |
| 4 HOP Energy, LLC | CIBC | 4611918 | no | Canadian dollar denominated checking account |
| 5 HOP Energy, LLC | JP Morgan Chase Bank | 323070876 | no | Comm checking account |
| 6 HOP Energy, LLC | JP Morgan Chase Bank | 6301486019509 | no | Controlled Disbursement Checking Account - Payroll |
| 7 HOP Energy, LLC | JP Morgan Chase Bank | 323079792 | no | Checking account for managers - corporate office |
| 8 HOP Energy, LLC | JP Morgan Chase Bank | 656-0692724-65 | no | Checking account for managers - Madison branch |
| 9 HOP Energy, LLC | North Fork Bank | 4184006973 | no | Checking account for managers - Metro branch |
| 10 HOP Energy, LLC | Bank of America | 009409200500 | no | Checking account for managers - Valley branch |
| 11 HOP Energy, LLC | Univest National Bank | 101016061 | no | Checking account for managers - Brinker's branch |
| 12 HOP Energy, LLC | Wachovia | 2000003307973 | no | Checking account for managers - Diamond branch |

EXHIBIT B

DEPOSIT ACCOUNTS

HOP Energy, LLC

| <u>Name of Grantor</u> | <u>Name of Institution</u> | <u>Account Number</u> | Check here if Deposit Account is a Collateral <u>Deposit Account</u> | Description of Deposit Account if not a Collateral <u>Deposit</u> <u>Account</u> |
|------------------------|----------------------------|-----------------------|--|---|
| 13 HOP Energy, LLC | Wachovia | 200515647587 | no | Checking account for managers - Altemos branch |
| 14 HOP Energy, LLC | PNC Bank | 900462732 | no | Checking account for managers - Altemos (Lehighton office) branch |
| 15 HOP Energy, LLC | First Savings | 975005705 | no | Checking account for managers - Altemos (Dalewood office) branch |
| 16 HOP Energy, LLC | People's Bank | 1487002468 | no | Checking account for managers - DDLC branch |
| 17 HOP Energy, LLC | Bank of America | 009368579795 | no | Checking account for managers - DDLC branch |
| 18 HOP Energy, LLC | Bank of America | 009409179959 | no | Checking account for managers - Automatic TLC branch |
| 19 HOP Energy, LLC | Bank of America | 27813034 | | Checking account for managers - Alliance Express branch |
| 20 HOP Energy, LLC | Bank of America | 9409199941 | no | Checking account for managers - Automatic TLC (CRC office) branch |
| 21 HOP Energy, LLC | Bank of America | 000027135855 | no | Checking account for managers - Cape Cod branch |
| 22 HOP Energy, LLC | Bank of America | 009508233180 | no | Checking account for managers - North Atlantic branch |

EXHIBIT B

DEPOSIT ACCOUNTS

HOP Energy, LLC

| <u>Name of Grantor</u> | <u>Name of Institution</u> | <u>Account Number</u> | Check here if Deposit Account is a Collateral Deposit Account | Description of Deposit Account if not a Collateral <u>Deposit Account</u> |
|--|----------------------------|-----------------------|---|--|
| 23 HOP Energy, LLC | Wachovia | 2030000268645 | no | Checking account for managers - Diamond branch (Philadelphia office) |
| 24 HOP Energy, LLC | Bank of America | 3851268755 | no | Commercial checking account - D.I.P Tax Trust Account |
| 25 HOP Energy, LLC | Bank of America | 4602289445 | yes | D.I.P Account controlled by Bank of America |
| 26 HOP Energy, LLC | Bank of America | 3851268768 | no | D.I.P Corp Mgr Fund |
| 27 HOP Energy, LLC | Bank of America | 2240002298 | no | D.I.P Payroll Checkng Account |
| 28. HOP Energy, LLC | JP Morgan Chase | 801101603 | yes | Collection Acct |
| 29. HOP Energy, LLC | JP Morgan Chase | 801101611 | no | Letter of Credit Acct |
| 30. HOP Holdings, Inc. - not affiliated with the Borrower | Bank of America | 9429169854 | no | US \$ checking account for HOP Holdings, Inc. |
| 31. HOP Holdings, Inc. - not affiliated with the Borrower | CIBC | 46-11810 | no | Canadian \$ checking account for HOP Holdings, Inc. |
| 32. Heating Oil Partners Income Fund - not affiliated with the Borrower | CIBC | 46-11713 | no | Canadian \$ checking account for the Heating Oil Partners Income Fund |
| 33. Heating Oil Partners G.P., Inc. gneral partner of Heating Oil Partners, L.P. - not affiliated with the Borrower | Bank of America | 9429170337 | no | US \$ checking account for Heating Oil Partners, G.P., Inc., general partner of Heating Oil Partners, L.P. |
| 34. HOP Energy Holdings, LLC | JP Morgan Chase | 304628093 | no | US \$ checking account for HOP Energy Holdings, Inc. |

EXHIBIT C
(SEE SECTION 3.7 OF SECURITY AGREEMENT)

LETTER OF CREDIT RIGHTS

1. LETTER OF CREDIT NO. 200604044 IN FAVOR OF HEATING OIL PARTNERS, L.P. FOR \$60,000.00 EXPIRING ON OCTOBER 17, 2006 FOR THE ACCOUNT OF WASTE INDUSTRIES, LLC, 1435 MORRIS AVENUE, UNION NJ ISSUED BY CENTRAL JERSEY BANK, N.A.

CHATTEL PAPER

HOP Energy, LLC

| CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE | NATURE OF LIEN, AND DESCRIPTION OF PROPERTY SUBJECT TO LIEN | AMOUNT OF INDEBTEDNESS AT JULY 28, 2006 |
|--|--|---|
| American Honda Finance 600 Kelly Way Holyoke MA 01040 | Purchase Money Security Interest Debt | \$ 38,705 |
| Bank of America Leasing & Capital One Financial Plaza Providence RI 02903 | Purchase Money Security Interest Debt | \$ 570,739 |
| Center Capital Corporation 3 Farm Glen Boulevard Farmington CT 06032 | Purchase Money Security Interest Debt | \$ 371,374 |
| Ford Motor Credit 500 N. Gulph Road King of Prussia, PA 19406 | Purchase Money Security Interest Debt | \$ 10,908 |
| General Motors Acceptance Corp. 5700 Tennyson Parkway, Suite 600 Plano TX | Purchase Money Security Interest Debt | \$ 2,071,547 |

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TRADEMARK
REEL: 003395 FRAME: 0402

Toyota Motor Credit Corp.
P.O. Box 22202
Owings Mills MD 21117

Purchase Money Security \$ 56,892
Interest Debt

Total Purchase Money Security Interest Debt \$ 3,120,165

Court Square Leasing Corp.
14 Great Valley Parkway, Suite 100
Malvern PA 19355

Capital Lease Obligations \$ 26,772

Total Capital Lease Obligations \$ 26,772

Total Chattel Paper \$ 3,146,937

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TRADEMARK
REEL: 003395 FRAME: 0403

EXHIBIT D
(SEE SECTION 3.10 AND 3.11 OF SECURITY AGREEMENT)

INTELLECTUAL PROPERTY RIGHTS

PATENTS

See attached EXHIBIT D – INTELLECTUAL PROPERTY RIGHTS

| <u>Name of Grantor</u> | <u>Patent Description</u> | <u>Patent Number</u> | <u>Issue Date</u> |
|------------------------|---------------------------|----------------------|-------------------|
| | | | |
| | | | |

PATENT APPLICATIONS

| <u>Name of Grantor</u> | <u>Patent Application</u> | <u>Application Filing Date</u> | <u>Application Serial Number</u> |
|------------------------|---------------------------|--------------------------------|----------------------------------|
| | | | |
| | | | |
| | | | |

TRADEMARKS

| <u>Name of Grantor</u> | <u>Trademark</u> | <u>Registration Date</u> | <u>Registration Number</u> |
|------------------------|------------------|--------------------------|----------------------------|
| | | | |
| | | | |

TRADEMARK APPLICATIONS

| <u>Name of Grantor</u> | <u>Trademark Application</u> | <u>Application Filing Date</u> | <u>Application Serial Number</u> |
|------------------------|------------------------------|--------------------------------|----------------------------------|
| | | | |
| | | | |
| | | | |

COPYRIGHTS

| <u>Name of Grantor</u> | <u>Copyright</u> | <u>Registration Date</u> | <u>Registration Number</u> |
|------------------------|------------------|--------------------------|----------------------------|
| | | | |
| | | | |

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COPYRIGHT APPLICATIONS

| <u>Name of Grantor</u> | <u>Copyright Application</u> | <u>Application Filing Date</u> | <u>Application Serial Number</u> |
|------------------------|------------------------------|--------------------------------|----------------------------------|
| | | | |
| | | | |
| | | | |

INTELLECTUAL PROPERTY LICENSES

| <u>Name of Grantor</u> | <u>Name of Agreement</u> | <u>Date of Agreement</u> | <u>Parties to Agreement</u> |
|------------------------|--------------------------|--------------------------|-----------------------------|
| | | | |
| | | | |
| | | | |

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EXHIBIT D

INTELLECTUAL PROPERTY RIGHTS

The Borrower, or its predecessor Heating Oil Partners, L.P. (collectively, the "Company") currently has several services marks, including Heating Oil Partners, L.P. (and related design) and HOP Commercial Fuels (and related design) registered with the United States Patent and Trademark Office. The Company does not consider such registrations or marks material to its business and does not currently anticipate (i) maintaining such registrations or (ii) applying for new registrations with respect to HOP Energy, LLC or any other d/b/a under which the Company operates.

License Agreement, dated as of April 15, 1999, between Alliance Energy Corp and the Company regarding the use of the name Alliance Heating Oil. The license is perpetual in duration.

Trade Names

HOP Energy, LLC;
HOP Energy Holdings, Inc.;

HOP Energy, LLC;
Heating Oil Partners Income Fund;

HOP Energy, LLC;
HOP Holdings, Inc.;

HOP Energy, LLC;
Heating Oil Partners G.P. Inc.;

HOP Energy, LLC;
Head Office Partners, Inc.

HOP Energy, LLC
d/b/a Action Fuel
HOP Energy, LLC
d/b/a Avon Oil Services
HOP Energy, LLC
d/b/a C & S Oil
HOP Energy, LLC
d/b/a Connecticut Refining
HOP Energy, LLC
d/b/a Ace Fuel
HOP Energy, LLC

d/b/a CAS Fuel Oil
HOP Energy, LLC
d/b/a Case Oil Co.
HOP Energy, LLC
d/b/a Gallagher Bros.
HOP Energy, LLC
d/b/a Dahl Oil Co.
HOP Energy, LLC
d/b/a Smith Brothers Fuel
HOP Energy, LLC
d/b/a Westerly Automatic Oil Co.
HOP Energy, LLC
d/b/a Danielson Oil
HOP Energy, LLC
d/b/a General Oil
HOP Energy, LLC
d/b/a Consumers Oil
~~HOP Energy, LLC~~
d/b/a Whaleco
HOP Energy, LLC
d/b/a Atlas Oil
HOP Energy, LLC
d/b/a Goodnews Oil
HOP Energy, LLC
d/b/a Savin Fuel
HOP Energy, LLC
d/b/a Rackliffe Oil
HOP Energy, LLC
d/b/a Automatic TLC Fuel Oil
HOP Energy, LLC
d/b/a DDLIC Energy
HOP Energy, LLC
d/b/a City Coal
HOP Energy, LLC
d/b/a City Coal of New London
HOP Energy, LLC
d/b/a Hughes-Sweet Oil
HOP Energy, LLC
d/b/a Lincoln Oil
HOP Energy, LLC
d/b/a Niantic Fuel
HOP Energy, LLC
d/b/a Spicer Fuel
HOP Energy, LLC
d/b/a Valley Oil
HOP Energy, LLC

d/b/a Crowell Oil
HOP Energy, LLC
d/b/a Saybrook Oil Company
HOP Energy, LLC
d/b/a Saybrook Oil
HOP Energy, LLC
d/b/a Saybrook Heating Oil
HOP Energy, LLC
d/b/a Saybrook Fuels
HOP Energy, LLC
d/b/a Saybrook Heating
HOP Energy, LLC
d/b/a Kirk's Oil
HOP Energy, LLC
d/b/a Kirk's Oil Burner Service
HOP Energy, LLC
d/b/a DollarWi\$e Oil
~~HOP Energy, LLC~~
d/b/a DollarWise Oil
HOP Energy, LLC
d/b/a Sun Ray Fuel
HOP Energy, LLC
d/b/a Harry L. Adams Co.
HOP Energy, LLC
d/b/a Gill Bros. Company
HOP Energy, LLC
d/b/a William C. Mills Fuel Company
HOP Energy, LLC
d/b/a Total Home Comfort
HOP Energy, LLC
d/b/a R.K. Miller Oil
HOP Energy, LLC
d/b/a Buy-Rite Oil Company
HOP Energy, LLC
d/b/a Martin F. O'Connor Company
HOP Energy, LLC
d/b/a Staats Oil Company
HOP Energy, LLC
d/b/a Elliot-Lwis Fuel Company
HOP Energy, LLC
d/b/a Joseph B. Mathers Company
HOP Energy, LLC
d/b/a Llanerch Fuel Oil Company
HOP Energy, LLC
d/b/a Brandywine Oil Company
HOP Energy, LLC

d/b/a Major Oil
HOP Energy, LLC
d/b/a Bill Huber Heating Oil
HOP Energy, LLC
d/b/a Carney Oil
HOP Energy, LLC
d/b/a Atlantic Oil
HOP Energy, LLC
d/b/a Diamond Oil
HOP Energy, LLC
d/b/a Leighton Oil and Heat
HOP Energy, LLC
d/b/a Altemos Fuel Oil
HOP Energy, LLC
d/b/a Diamond Fuel Oil
HOP Energy, LLC
d/b/a Delchester Oil Company
~~HOP Energy, LLC~~
d/b/a Gawthrop Oil Company
HOP Energy, LLC
d/b/a Bouchelle Oil Comapny
HOP Energy, LLC
d/b/a Delchester/Gawthrop Oil Company
HOP Energy, LLC
d/b/a Market Street Gulf Service
HOP Energy, LLC
d/b/a J.J. Roberts Division of Delchester Oil Company
HOP Energy, LLC
d/b/a Market Street Gulf Service
HOP Energy, LLC
d/b/a Delchester Heating and Air Conditioning Company
HOP Energy, LLC
d/b/a Delchester Heating Company
HOP Energy, LLC
d/b/a Delchester Service Company
HOP Energy, LLC
d/b/a Swartley Fuel
HOP Energy, LLC
d/b/a Heston S. Swartley
HOP Energy, LLC
d/b/a Dale Wood Co.
HOP Energy, LLC
d/b/a Johnson and Neubert
HOP Energy, LLC
d/b/a Brinker's Fuels
HOP Energy, LLC

d/b/a Jacobs Oil
HOP Energy, LLC
d/b/a The Oil Express
HOP Energy, LLC
d/b/a Buckley & Scott Co.
HOP Energy, LLC
d/b/a Schultz, Doyle & Stoddard
HOP Energy, LLC
d/b/a Staples-Savard
HOP Energy, LLC
d/b/a Scott Energy Systems
HOP Energy, LLC
d/b/a Buckley & Scott, Whetton
HOP Energy, LLC
d/b/a C.W. Lorden Fuel
HOP Energy, LLC
d/b/a Parker Oil Service
~~HOP Energy, LLC~~
d/b/a Yankee Oil
HOP Energy, LLC
d/b/a Sunderland Oil Express
HOP Energy, LLC
d/b/a Gardner/Mohawk Fuel Oil
HOP Energy, LLC
d/b/a Homeowners Heating
HOP Energy, LLC
d/b/a Homeowners Oil
HOP Energy, LLC
d/b/a ABC Oil
HOP Energy, LLC
d/b/a Terry Oil Co.
HOP Energy, LLC
d/b/a Brookline Coal
HOP Energy, LLC
d/b/a The Alliance Express
HOP Energy, LLC
d/b/a McMann Oil
HOP Energy, LLC
d/b/a Cradock Oil
HOP Energy, LLC
d/b/a Nightingale Oil
HOP Energy, LLC
d/b/a Marlco Fuel
HOP Energy, LLC
d/b/a Brookline Oil Company
HOP Energy, LLC

d/b/a White Fuel Oil Company
HOP Energy, LLC
d/b/a Hopedale Coal & Ice
HOP Energy, LLC
d/b/a Cradock Heating
HOP Energy, LLC
d/b/a Moran Fuel
HOP Energy, LLC
d/b/a Atlantic Security Systems
HOP Energy, LLC
d/b/a State Oil
HOP Energy, LLC
d/b/a Eastern-Narragansett Oil Co.
HOP Energy, LLC
d/b/a Eastern-Narragansett Fuel
HOP Energy, LLC
d/b/a AAA Oil Service
HOP Energy, LLC
d/b/a AAA
HOP Energy, LLC
d/b/a D.J. Sullivan Oil Company
HOP Energy, LLC
d/b/a D.J. Sullivan
HOP Energy, LLC
d/b/a Gould's Fuel Oil
HOP Energy, LLC
d/b/a Sylvia's Fuel Company
HOP Energy, LLC
d/b/a Sylvia Fuel
HOP Energy, LLC
d/b/a Metro Fuel
HOP Energy, LLC
d/b/a Lionetti Fuel
HOP Energy, LLC
d/b/a Suburban
HOP Energy, LLC
d/b/a Clarendon
HOP Energy, LLC
d/b/a ADC
HOP Energy, LLC
d/b/a Eagle
HOP Energy, LLC
d/b/a Schmidt
HOP Energy, LLC
d/b/a Ridgefield
HOP Energy, LLC

d/b/a Westwood
HOP Energy, LLC
d/b/a Combustion
HOP Energy, LLC
d/b/a Metro
HOP Energy, LLC
d/b/a Facendola
HOP Energy, LLC
d/b/a Marko
HOP Energy, LLC
d/b/a Pipeline Petroleum
HOP Energy, LLC
d/b/a Home Fuel Oil Company
HOP Energy, LLC
d/b/a Budget Oil
HOP Energy, LLC
d/b/a Madison Oil
~~HOP Energy, LLC~~
d/b/a Morania Oil
HOP Energy, LLC
d/b/a Tursi Oil
HOP Energy, LLC
d/b/a Beacon Oil
HOP Energy, LLC
d/b/a Murphy Oil
HOP Energy, LLC
d/b/a Zientek Brothers
HOP Energy, LLC
d/b/a Richards Energy
HOP Energy, LLC
d/b/a HOP Fleet Fueling
HOP Energy, LLC
d/b/a North Atlantic Energy

DOMAIN NAMES

hopheat.com
heatingoilpartners.com
allianceexpress.com
altemos-atlantic.com
automatictlc.com
brinkersfuel.com
ctrefining.com
ddlcenergy.com
ddlcfuel.com
ddlcfueloil.com

diamond-delchester.com
diamondmajor.com
generaloil.com
majoroil.com
metro-energy.com
metrocomfort.com
oilexpress-boston.com
oilexpress-cape.com
oilexpress-westminster.com
valleysaybrook.com

EXHIBIT E
(SEE SECTION 3.11 OF SECURITY AGREEMENT)

TITLE DOCUMENTS

I. Vehicles subject to certificates of title:

| <u>Name of Grantor</u> | <u>Description</u> | <u>Title Number</u> | <u>State Where Issued</u> |
|------------------------|---|---------------------|---------------------------|
| | | | |
| | See attached EXHIBIT E - TITLE DOCUMENTS | | |
| | | | |

II. Aircraft/engines/parts, ships, railcars and other vehicles governed by federal statute:

| <u>Name of Grantor</u> | <u>Description</u> | <u>Registration Number</u> |
|------------------------|--------------------|----------------------------|
| | | |
| | | |
| | | |

[TPW: NYLEGAL: 525829.7] 19894-00024 07/21/2006 2:20 PM

[TPW: NYLEGAL:525829.9] 19894-00024 07/25/2006 02:14 PM

Title Documents

Vehicles subject to certificates of title:

Name of Grantor

O - Owned
 F - Financed
 D - Dormant
 for Sale
 S - Sold

HOP Unit #

Active vehicles owned by the Company

| HOP Unit # | Name of Grantor | Year | Spec - Make | Description | Spec - Model | Unit | Unit Serial Number | Title # | State where title is issued |
|------------|-----------------|------|---------------|--------------------------------------|------------------------|------|--------------------|-----------------------------|-----------------------------|
| 0002 | HOP Energy, LLC | 1997 | FORD | 0002 (Van) Brooklyn | E-350 | | IFTJS34L9VHA57665 | 571160 | NY |
| 0003 | HOP Energy, LLC | 1997 | FORD | 0003 (Van) DiaDel | E-350 | | IFTJS34LQVHA57666 | to be provided post closing | PA |
| 0006 | HOP Energy, LLC | 1997 | FORD | 0006 (Van) DiaDel | E-350 | | IFTJS34LVHA57669 | to be provided post closing | PA |
| 0007 | HOP Energy, LLC | 1997 | FORD | 0007 (Van) DiaDel | E-350 | | IFTJS34L2VHA57670 | to be provided post closing | PA |
| 0016 | HOP Energy, LLC | 1997 | FORD | 0016 (Misc Vehicle) Terry | Van - E350 | | IFTJS34L9VHA57679 | AP957241 | MA |
| 0033 | HOP Energy, LLC | 1985 | MAK | 0033 (Misc Unit >26000 #s) Valley | T/W - MS3000 | | VGGM112BIFR8064561 | 52877365601HE | PA |
| 0034 | HOP Energy, LLC | 1985 | MAK | 0034 (Misc Vehicle) AllExp | MS3000 | | VGGM112B5GB064595 | AX118482 | MA |
| 0037 | HOP Energy, LLC | 1988 | FORD | 0037 (Tank Wagon) DiaDel | L8000 | | IFDXR82AXJV A00855 | 52831569201HE | PA |
| 0038 | HOP Energy, LLC | 1990 | INTERNATIONAL | 0038 (Tank Wagon) DiaDel | 4900 | | IHTSDTVN5LH253102 | 42612739602HE | PA |
| 0041 | HOP Energy, LLC | 1990 | INTERNATIONAL | 0041 (Tank Wagon) DiaDel | 4900 | | IHTSDTVN8LH273330 | 42612739602HE | PA |
| 0042 | HOP Energy, LLC | 1991 | INTERNATIONAL | 0042 (Tank Wagon) DiaDel | 4900 | | IHTSDZ4N6MH326337 | 52831618301HE | PA |
| 0043 | HOP Energy, LLC | 1996 | INTERNATIONAL | 0043 (Tank Wagon) DiaDel | 4900 | | IHTSDNUN8NH435232 | 52791509001HE | PA |
| 0044 | HOP Energy, LLC | 1992 | INTERNATIONAL | 0044 (Tank Wagon) DiaDel | 4900 | | IHTSDNUNONH428419 | to be provided post closing | PA |
| 0045 | HOP Energy, LLC | 1992 | INTERNATIONAL | 0045 (Tank Wagon) DiaDel | 4900 | | IHTSDNUN9NH428418 | 44889489802HE | PA |
| 0046 | HOP Energy, LLC | 1992 | INTERNATIONAL | 0046 (Tank Wagon) DiaDel | 4900 | | IHTSDNUN2NH428776 | 52877232021HE | PA |
| 0047 | HOP Energy, LLC | 1992 | INTERNATIONAL | 0047 (Tank Wagon) DiaDel | 4900 | | IHTSDNUN7NH428420 | 44889464502HE | PA |
| 0048 | HOP Energy, LLC | 1992 | INTERNATIONAL | 0048 (Tank Wagon) DiaDel | 4900 | | IHTSDPPNINH433961 | 52877232801HE | PA |
| 0049 | HOP Energy, LLC | 1992 | INTERNATIONAL | 0049 (Tank Wagon) DiaDel | 4900 | | IHTSDNUNONH428775 | 52877233001HE | PA |
| 0050 | HOP Energy, LLC | 1994 | FORD | 0050 (Tank Wagon) DiaDel | L8000 | | IFDXR82EORVA12897 | to be provided post closing | PA |
| 0078 | HOP Energy, LLC | 1996 | FORD | 0078 (Tank Wagon) ALLENTOWN | LN8000 | | IFDXR82E1TV A06890 | to be provided post closing | PA |
| 0079 | HOP Energy, LLC | 1994 | VOLVO | 0079 (Tank Wagon) ALLENTOWN | FE42 | | 4V52AC9C9R4R473222 | 42767408303HE | PA |
| 0080 | HOP Energy, LLC | 1990 | INTERNATIONAL | 0080 (Tank Wagon) ALLENTOWN | 4900 | | IHTSDTVN8LH273327 | 42767408303HE | PA |
| 0081 | HOP Energy, LLC | 1990 | INTERNATIONAL | 0081 (Tank Wagon) ALLENTOWN | 4900 | | IHTSDTVN1LH273329 | 4279583003HE | PA |
| 0083 | HOP Energy, LLC | 1990 | INTERNATIONAL | 0083 (Tank Wagon) ALLENTOWN | 4900 | | IHTSHVTV4LH229103 | 42027540204HE | PA |
| 0084 | HOP Energy, LLC | 1992 | INTERNATIONAL | 0084 (Tank Wagon) ALLENTOWN | 4900 | | IHTSDNUN9NH428774 | to be provided post closing | PA |
| 0085 | HOP Energy, LLC | 1992 | INTERNATIONAL | 0085 (Tank Wagon) ALLENTOWN | 4900 | | IHTSDNUN7NH428417 | to be provided post closing | PA |
| 0086 | HOP Energy, LLC | 1993 | FORD | 0086 (Tank Wagon) FF SOUTHERN HUB | L8000 | | IFDXR82A0PVA03174 | to be provided post closing | NJ |
| 0088 | HOP Energy, LLC | 1987 | GMC | 0088 (Misc Unit >26000 #s) ALLENTOWN | 7000 | | IGDM7D1GXHV523987 | 39755418803HE | PA |
| 0099 | HOP Energy, LLC | 1995 | CHEVROLET | 0099 (Van) ALLENTOWN | G30 | | IGCGG35K3F230683 | to be provided post closing | PA |
| 0102 | HOP Energy, LLC | 1995 | CHEVROLET | 0102 (Van) ALLENTOWN | G30 | | IGCGG35K3F230683 | to be provided post closing | PA |
| 0103 | HOP Energy, LLC | 1995 | CHEVROLET | 0103 (Van) ALLENTOWN | G30 | | IGCGG35K3F230683 | to be provided post closing | PA |
| 0111 | HOP Energy, LLC | 1987 | GMC | 0111 (Misc Vehicle) ALLENTOWN | Van - 3500 | | IGTGG35KOH7511779 | to be provided post closing | PA |
| 0128 | HOP Energy, LLC | 1985 | CHEVROLET | 0128 (Misc Vehicle) ALLENTOWN | Pickup - CD 10 | | 2GGDC14N9F1147936 | 47763384002HE | PA |
| 0130 | HOP Energy, LLC | 1987 | FORD | 0130 (Misc Vehicle) ALLENTOWN | VAN | | 2B7HB2377GK517707 | to be provided post closing | PA |
| 0132 | HOP Energy, LLC | 1987 | FORD | 0132 (Misc Vehicle) ALLENTOWN | Pickup - F150 XL | | IFTEX1578HKAG68049 | 49972453801HE | PA |
| 0133 | HOP Energy, LLC | 1992 | CHEVROLET | 0133 (Misc Vehicle) ALLENTOWN | CUBE VAN | | 2GBGG31KXN4101234 | to be provided post closing | PA |
| 0134 | HOP Energy, LLC | 1993 | CHEVROLET | 0134 (Misc Vehicle) ALLENTOWN | CUBE VAN | | QGBJH2K3P3322000 | 50285671301HE | PA |
| 0134 | HOP Energy, LLC | 1978 | DODGE | 0134 (Misc Vehicle) ALLENTOWN | Pickup - 4 WHEEL DRIVE | | W24BF8S232824 | 30255308703HE | PA |
| 0151 | HOP Energy, LLC | 1985 | FORD | 0151 (Tractor) ECT | LT9000 TANDEM TRACTOR | | IFTYL90W9FVA19335 | to be provided post closing | CT |
| 0155 | HOP Energy, LLC | 1990 | FORD | 0155 (Tank Wagon) ECT | L8000 | | IFDXR82AXLV A38587 | 022904818 | CT |
| 0156 | HOP Energy, LLC | 1990 | FORD | 0156 (Tank Wagon) ECT | L8000 | | IFDXR82A8LA38586 | 022904822 | CT |
| 0157 | HOP Energy, LLC | 1991 | FORD | 0157 (Tank Wagon) ECT | L8000 | | IFDXR82A2MV A35832 | 022904819 | CT |
| 0158 | HOP Energy, LLC | 1992 | FORD | 0158 (Tank Wagon) ECT | L8000 | | IFDXR82A5NV A32621 | 022904820 | CT |
| 0163 | HOP Energy, LLC | 1990 | INTERNATIONAL | 0163 (Tank Wagon) ECT | 4900 PUSHER | | IHTSDTVN8LH248539 | 024791050 | CT |

TRADEMARK

REEL: 003395 FRAME: 0415

Title Documents

Vehicles subject to certificates of title:

| Name of Grantor | HOP Unit # | O - Owned | | Unit | Year | Spec - Make | Spec - Model | Description | Title # | State where title is issued |
|-----------------|------------|--------------|-------------|-------------------------------------|------|---------------|----------------------|--------------------|-----------------------------|-----------------------------|
| | | F - Financed | D - Dormant | | | | | | | |
| HOP Energy, LLC | 0165 | 0 | 0 | 0165 (Tank Wagon) ECT | 1988 | INTERNATIONAL | S1900 | IHTLDTVN4JH584917 | 024791039 | CT |
| HOP Energy, LLC | 0167 | 0 | 0 | 0167 (Tank Wagon) FF NY HUB | 1987 | INTERNATIONAL | S1954 | IHTLDTVNBPHH527632 | to be provided post closing | CT |
| HOP Energy, LLC | 0170 | 0 | 0 | 0170 (Tank Wagon) ECT | 1993 | INTERNATIONAL | 4900 PUSHER | IHTSDPPN0PH477419 | 022906528 | CT |
| HOP Energy, LLC | 0171 | 0 | 0 | 0171 (Tank Wagon) ECT | 1991 | INTERNATIONAL | 4900 PUSHER | IHTSDZN5MH1316250 | 022906530 | CT |
| HOP Energy, LLC | 0172 | 0 | 0 | 0172 (Tank Wagon) ECT | 1991 | FORD | L8000 | IFTYR82A6MV A01509 | 024789666 | CT |
| HOP Energy, LLC | 0190 | 0 | 0 | 0190 (Misc Vehicle) ECT | 1989 | FORD | Truck - F350 | IFDKF37H9KCA35826 | 022907334 | CT |
| HOP Energy, LLC | 0193 | 0 | 0 | 0193 (Misc Vehicle) FF SOUTHERN HUB | 1995 | FORD | E250 | IFTHE24H9SHC04252 | 024789867 | CT |
| HOP Energy, LLC | 0196 | 0 | 0 | 0196 (Van) Oexp-Wst | 1995 | FORD | E-250 | IFTHE24H6SHCO4256 | to be provided post closing | MA |
| HOP Energy, LLC | 0204 | 0 | 0 | 0204 (Misc Unit >26000 #s) ECT | 1969 | CHEVROLET | Truck-C 60 | CE6639P817134 | 22773396 | CT |
| HOP Energy, LLC | 0208 | 0 | 0 | 0208 (Misc Vehicle) ECT | 1988 | CHEVROLET | Truck-C 60 | 2CGCFK224KJ1199240 | 022907447 | CT |
| HOP Energy, LLC | 0249 | 0 | 0 | 0249 (Tank Wagon) TLC | 1988 | INTERNATIONAL | Pickup - CK20 | IHTLDTVRJH543521 | 025993348 | CT |
| HOP Energy, LLC | 0264 | 0 | 0 | 0264 (Misc Vehicle) AllExp | 1989 | FORD | Truck | 2FDL47M5KCA99725 | AN391800 | MA |
| HOP Energy, LLC | 0310 | 0 | 0 | 0310 (Misc Vehicle) TLC | 1993 | FORD | Truck - Model A | A2606858 | to be provided post closing | MA |
| HOP Energy, LLC | 0311 | 0 | 0 | 0311 (Misc Vehicle) TLC | 1992 | KWICK | Utility Trailer | IS9FD182XNS356176 | AN477383 | MA |
| HOP Energy, LLC | 0356 | 0 | 0 | 0356 (Misc Vehicle) DiaDel | 1990 | FORD | Van - E350 | IFTJE34YXLHA25520 | to be provided post closing | PA |
| HOP Energy, LLC | 0357 | 0 | 0 | 0357 (Misc Vehicle) DiaDel | 1993 | FORD | Van - E350 | IFTJE34YXPB47106 | to be provided post closing | PA |
| HOP Energy, LLC | 0384 | 0 | 0 | 0384 (Misc Vehicle) TLC | 1994 | FORD | F-450 | IFDL47F08EA43794 | to be provided post closing | CT |
| HOP Energy, LLC | 0385 | 0 | 0 | 0385 (Misc Vehicle) TLC | 1993 | FORD | Rack Truck - F 450 | 2FDL47M2PCB20716 | to be provided post closing | CT |
| HOP Energy, LLC | 0386 | 0 | 0 | 0386 (Misc Vehicle) TLC | 1989 | FORD | Box Truck - F Series | 2FDL47G4KCA61767 | 023598657 | CT |
| HOP Energy, LLC | 0388 | 0 | 0 | 0388 (Misc Vehicle) TLC | 1994 | DODGE | Pickup - RAM 250 | 1B7JC26Y2RS647280 | to be provided post closing | CT |
| HOP Energy, LLC | 0402 | 0 | 0 | 0402 (Tank Wagon) BkSw | 1989 | FORD | L8000 | IFDXR82A0KV A20467 | 59968893001HE | PA |
| HOP Energy, LLC | 0404 | 0 | 0 | 0404 (Tank Wagon) TLC | 1996 | FORD | L8000 | IFDYR82E8TV A10164 | 023596926 | CT |
| HOP Energy, LLC | 0412 | 0 | 0 | 0412 (Tank Wagon) DiaDel | 1987 | MACK | MS300 | VG6M112B3HB065651 | to be provided post closing | PA |
| HOP Energy, LLC | 0413 | 0 | 0 | 0413 (Tank Wagon) DiaDel | 1995 | FORD | LN8000 | IFDYR82E1SV A22476 | 48720629602HE | PA |
| HOP Energy, LLC | 0416 | 0 | 0 | 0416 (Tank Wagon) DiaDel | 1985 | MACK | MS300 | VG6M112CSFB064524 | 37962018002HE | PA |
| HOP Energy, LLC | 0417 | 0 | 0 | 0417 (Tank Wagon) DiaDel | 1986 | MACK | MS300 | VG6M112CRGB065300 | 38529704802HE | PA |
| HOP Energy, LLC | 0418 | 0 | 0 | 0418 (Tank Wagon) DiaDel | 1990 | FORD | 8000 | IFDYD80U3LV A00487 | 42539338602HE | PA |
| HOP Energy, LLC | 0421 | 0 | 0 | 0421 (Misc Vehicle) DiaDel | 1991 | FORD | E350 STAKE BODY | IFDJF37H9MNA85344 | 4428379402HE | PA |
| HOP Energy, LLC | 0422 | 0 | 0 | 0422 (Misc Vehicle) Valley | 1993 | FORD | Pickup - F 450 | IFTF15Y7PNA33342 | 027561690 | CT |
| HOP Energy, LLC | 0423 | 0 | 0 | 0423 (Van) DiaDel | 1996 | FORD | E250 | IFTFE24Y8THA87997 | 49759615302HE | PA |
| HOP Energy, LLC | 0427 | 0 | 0 | 0427 (Misc Vehicle) DiaDel | 1988 | FORD | Van - E350 | IFTJE34Y5HHC24617 | 41077549902HE | PA |
| HOP Energy, LLC | 0429 | 0 | 0 | 0429 (Misc Vehicle) ALLENTOWN | 1993 | FORD | Van - E350 | IFTJE34Y1PHA76216 | to be provided post closing | PA |
| HOP Energy, LLC | 0430 | 0 | 0 | 0430 (Misc Vehicle) DiaDel | 1995 | FORD | Van - E250 | IFTFE24Y2SHA27356 | 47901014002HE | PA |
| HOP Energy, LLC | 0435 | 0 | 0 | 0435 (Tank Wagon) DiaDel | 1988 | FORD | 8000 | IFDYD80U4JVA51932 | 41263343902HE | PA |
| HOP Energy, LLC | 0439 | 0 | 0 | 0439 (Tank Wagon) DiaDel | 1995 | FORD | 8000 | IFDYR82E3XVA25909 | 48034796002HE | PA |
| HOP Energy, LLC | 0445 | 0 | 0 | 0445 (Tank Wagon) DiaDel | 1995 | FORD | 8000 | IFDYR82EBSVA26122 | 48069665202HE | PA |
| HOP Energy, LLC | 0446 | 0 | 0 | 0446 (Tank Wagon) DiaDel | 1994 | FORD | 8000 | IFDY82E3RVA10510 | 46657559902HE | PA |
| HOP Energy, LLC | 0453 | 0 | 0 | 0453 (Tank Wagon) FF NY HUB | 1986 | FORD | 8000 | IFEDYD80U9GVA41700 | AZ961581 | MA |
| HOP Energy, LLC | 0454 | 0 | 0 | 0454 (Tank Wagon) DiaDel | 1989 | FORD | 8000 | IFEDYD80U6KVA03558 | 41480568902HE | PA |
| HOP Energy, LLC | 0464 | 0 | 0 | 0464 (Car) TLC | 1997 | FORD | EXPLORER | IFMDU34X3ZA98065 | 025723528 | CT |
| HOP Energy, LLC | 0499 | 0 | 0 | 0499 (Misc Vehicle) AllExp | 1995 | FORD | Van - F150 | IFTTEE14N9SHA9433 | AQ830501 | MA |
| HOP Energy, LLC | 0514 | 0 | 0 | 0514 (Tank Wagon) ECT | 1992 | FORD | LS9000 PUSHER | IFDY890L9NVA04484 | 023666343 | CT |
| HOP Energy, LLC | 0515 | 0 | 0 | 0515 (Tank Wagon) ECT | 1992 | FORD | LS9000 PUSHER | IFDY890L6NVA37605 | 023666339 | CT |
| HOP Energy, LLC | 0517 | 0 | 0 | 0517 (Tank Wagon) ECT | 1994 | FORD | LS9000 PUSHER | IFDY890L5RVA17996 | 023666338 | CT |
| HOP Energy, LLC | 0518 | 0 | 0 | 0518 (Tank Wagon) ECT | 1994 | FORD | LS9000 PUSHER | IFDY890L7RVA17997 | 023666340 | CT |
| HOP Energy, LLC | 0519 | 0 | 0 | 0519 (Tank Wagon) ECT | 1997 | FORD | LS9513 PUSHER | IFDY892PXXVA37378 | 023666344 | CT |
| HOP Energy, LLC | 0541 | 0 | 0 | 0541 (Misc Vehicle) ECT | 1996 | FORD | Van - E350 | IFTJE34F7THA91621 | 023666315 | CT |

Exhibit E

Title Documents

Vehicles subject to certificates of title:

Name of Grantor

O - Owned
 F - Financed
 D - Dormant
 for Sale
 S - Sold

| HOP Unit # | Year | Spec - Make | Description | Spec - Model | Unit Serial Number | Title # | State where title is issued |
|------------|------|---------------|---------------------------|---------------------------|---------------------|-----------------------------|-----------------------------|
| 0544 | 1987 | WELLS CARGO | Utility Vehicle - UTT122H | Utility Vehicle - UTT122H | IWC200E2XHI037787 | 026161185 | CT |
| 0555 | 1990 | FORD | L8000 | L8000 | IFDXR82E7RV A51227 | 023638407 | CT |
| 0585 | 1994 | FORD | LN8000 | LN8000 | IFDXR82A3LV A07794 | to be provided post closing | MD |
| 0586 | 1992 | FORD | LN8000 | LN8000 | IFDXR82A5NV A21327 | to be provided post closing | NI |
| 0592 | 1987 | INTERNATIONAL | S1900 | S1900 | IHTLDTVNH4HA10895 | 024010195 | CT |
| 0593 | 1990 | INTERNATIONAL | 4900 PUSHER | 4900 PUSHER | IHTSDTVN7LH223406 | 024177593 | CT |
| 0621 | 1994 | FORD | Van - E250 | Van - E250 | IFTHE24Y3RHA08124 | 024186847 | CT |
| 0625 | 1994 | FORD | ESCORT WAGON | ESCORT WAGON | IFARP1516RW274751 | 028393840 | CT |
| 0628 | 1987 | FORD | Pickup - F-250 | Pickup - F-250 | 2FTFHF251XHC005163 | 023930674 | CT |
| 0633 | 1990 | FORD | Utility Trailer | Utility Trailer | 2348 | to be provided post closing | CT |
| 0634 | 1990 | FORD | LTS8000 | LTS8000 | ITDYY82A7LV A02167 | 023928404 | CT |
| 0637 | 1990 | FORD | T/W L8000 | T/W L8000 | IFDYY82A9LV A02168 | 023928405 | CT |
| 0649 | 1980 | WHITE | RX-2 | RX-2 | IFDYR80LHEV A07274 | 23931131 | CT |
| 0657 | 1979 | WHITE | RX-2 | RX-2 | 3QRFACT044581 | 23931132 | CT |
| 0666 | 1995 | FORD | L8000 | L8000 | 3QRF4ST056646 | 023928396 | CT |
| 0693 | 1988 | FORD | Truck - E350 | Truck - E350 | IFDKES37H3JHB42672 | to be provided post closing | CT |
| 0695 | 1987 | GMC | Van - 3500 | Van - 3500 | 2GTGG35J2H4502021 | 023930725 | CT |
| 0718 | 1994 | FORD | E-350 | E-350 | IFTUE34H7RHB92118 | 023928669 | CT |
| 0723 | 1994 | FORD | E-350 | E-350 | IFTUE34H4HORHB92123 | 023928640 | CT |
| 0726 | 1995 | FORD | E-350 | E-350 | IFTUE34H5SHB94147 | 023928662 | CT |
| 0727 | 1995 | FORD | E-350 | E-350 | IFTUE34H7SHB94148 | 023928671 | CT |
| 0731 | 1996 | FORD | E-350 | E-350 | IFTUE34H4H7SHB36201 | 023928645 | CT |
| 0732 | 1996 | FORD | E-350 | E-350 | IFTUE34H3THB36202 | 023928654 | CT |
| 0735 | 1989 | FORD | Van - E-150 | Van - E-150 | IFTTEE14Y8KHC14459 | 023928582 | CT |
| 0754 | 1995 | INTERNATIONAL | 4900 | 4900 | IHTSDAN4SHG36246 | AR104658 | MA |
| 0766 | 1996 | JEOP | CHEROKEE SPORT | CHEROKEE SPORT | I4F168S3TL231259 | to be provided post closing | CT |
| 0772 | 1995 | CHEVROLET | Pickup - CK | Pickup - CK | IGCGK24K4SE277787 | 49289654702HE | PA |
| 0780 | 1987 | HEIL | TPT | TPT | IHLA3A7B3H7H53281 | to be provided post closing | CT |
| 0783 | 1989 | MACK | R TRACTOR | R TRACTOR | IM2N277YXKW007845 | to be provided post closing | PA |
| 0785 | 1987 | FORD | L8000 | L8000 | IFDXR82A9HV A66808 | 40285831703HE | PA |
| 0788 | 1992 | MACK | MS300 | MS300 | VG6M118B2NB300558 | 45878752002HE | PA |
| 0790 | 1995 | MACK | MC300 | MC300 | VG6M118B0SB301297 | 47742933002HE | PA |
| 0791 | 1994 | FORD | LN8000 | LN8000 | IFDXH81E7RV A48185 | to be provided post closing | PA |
| 0792 | 1995 | FORD | TRAILER | TRAILER | IHLA3A7F1S7H58506 | 48179214902HE | PA |
| 0794 | 1995 | FORD | LV | LV | IFDXH81E8VV A28005 | 49337188602HE | PA |
| 0795 | 1997 | FORD | TOP KICK | TOP KICK | IFDXH81E8VV A28005 | 50531761202HE | PA |
| 0796 | 1994 | GMC | E-250 | E-250 | IGDM7H1J8RJS08142 | 46950799602HE | PA |
| 0809 | 1995 | FORD | Van - E350 | Van - E350 | IFTHE24HVS7HB20298 | to be provided post closing | PA |
| 0810 | 1996 | FORD | E250 | E250 | IFTHE24HOSHB81704 | to be provided post closing | PA |
| 0812 | 1996 | FORD | E250 | E250 | IFTHE24L8VHA83867 | 50215176202HE | PA |
| 0814 | 1997 | FORD | E-250 | E-250 | IFTHE24L6VHB52149 | 50684931602HE | PA |
| 0815 | 1997 | FORD | E-250 | E-250 | IFTHE24H4H7HB28215 | 50215176202HE | PA |
| 0816 | 1998 | JEOP | CHEROKEE SPORT | CHEROKEE SPORT | I4JF16S51WL100450 | 024117581 | CT |
| 0817 | 1988 | FORD | Truck - F350 | Truck - F350 | 2FDLF47G9JCB27227 | AY377602 | MA |
| 0817 | 1997 | GMC | Truck - 3500 | Truck - 3500 | IGDKC34F8V1504745 | 50636266002HE | PA |
| 0820 | 1997 | GMC | Van - 3500 | Van - 3500 | IGTG35K6N7510339 | 44856235602HE | PA |
| 0821 | 1992 | CHEVROLET | Van - 3500 | Van - 3500 | | | PA |

Vehicles subject to certificates of title:

Name of Grantor

O - Owned
 F - Financed
 D - Dormant
 for Sale
 S - Sold

| HOP Unit # | Year | Spec - Make | Description | Spec - Model | Unit Serial Number | Title # | State where title is issued |
|------------|------|---------------|--------------------------------------|--------------------------|-----------------------------|---------|-----------------------------|
| 0837 | 1994 | GMC | 0837 (Misc Vehicle) BkSw | Truck - 3500 | 47478761402HE | | PA |
| 0844 | 1997 | GMC | 0844 (Misc Vehicle) BkSw | Truck - 3500 | 50613844002HE | | PA |
| 0847 | 1994 | GMC | 0847 (Misc Vehicle) BkSw | Rack Truck - 3500 4X4 | 47960889702HE | | PA |
| 0848 | 1989 | GMC | 0848 (Misc Vehicle) BkSw | Rack Truck - 2500 4X4 | 42323457602HE | | PA |
| 0849 | 1984 | CHEVROLET | 0849 (Misc Vehicle) ALLENTOWN | Pickup - 4 WHEEL DRIVE | 35743398703HE | | PA |
| 0850 | 1998 | FREIGHTLINER | 0850 (Tank Wagon) ALLENTOWN | | 5131890702HE | | PA |
| 0852 | 1977 | INTERNATIONAL | 0852 (Misc Unit >26000 #s) ALLENTOWN | TW - LOAD STAR 4X4 | 294161659303HE | | PA |
| 0855 | 1995 | FORD | 0855 (Tank Wagon) BkSw | L8000 | 48869587402HE | | PA |
| 0857 | 1997 | FORD | 0857 (Tank Wagon) BkSw | L8000 | 50207179902HE | | PA |
| 0858 | 1991 | GMC | 0858 (Tank Wagon) ALLENTOWN | TOPKICK | 43570407002HE | | PA |
| 0861 | 1993 | FORD | 0861 (Tank Wagon) BkSw | L8000 | 45672403002HE | | PA |
| 0862 | 1976 | INTERNATIONAL | 0862 (Misc Unit >26000 #s) BkSw | TW - LOAD STAR 4X4 | 27796737403HE | | PA |
| 0864 | 1988 | FORD | 0864 (Tank Wagon) BkSw | L8000 | 40805502502HE | | PA |
| 0866 | 1986 | INTERNATIONAL | 0866 (Tank Wagon) BkSw | L850 | 37863313002HE | | PA |
| 0869 | 1995 | HEIL | 0869 (Trailer) BkSw | TANKER | to be provided post closing | | PA |
| 0872 | 1990 | PETER BILT | 0872 (Tractor) BkSw | NA | 43134969602HE | | PA |
| 0874 | 1998 | WELLS CARGO | 0874 (Misc Vehicle) BkSw | Trailer - TOTE WAGON | to be provided post closing | | PA |
| 0876 | 1983 | CUSTOM | 0876 (Misc Vehicle) Valley | Utility Trailer - UT2500 | to be provided post closing | | CT |
| 0877 | 1986 | CUSTOM | 0877 (Misc Vehicle) Valley | Utility Trailer - UT2500 | to be provided post closing | | CT |
| 0893 | 1988 | INTERNATIONAL | 0893 (Tank Wagon) Valley | S1954 | 024791036 | | CT |
| 0896 | 1993 | FORD | 0896 (Tank Wagon) Valley | CF8000 | 025223431 | | CT |
| 0897 | 1993 | FORD | 0897 (Tank Wagon) Valley | CF8000 | 025248126 | | CT |
| 0899 | 1988 | INTERNATIONAL | 0899 (Tank Wagon) Valley | S-1954 | 024791037 | | CT |
| 0900 | 1996 | FREIGHT LINER | 0900 (Tank Wagon) Valley | FL70 | to be provided post closing | | CT |
| 0901 | 1996 | FREIGHT LINER | 0901 (Tank Wagon) Valley | FL70 | to be provided post closing | | CT |
| 0910 | 1983 | FORD | 0910 (Misc Vehicle) Valley | Pickup - F250 | to be provided post closing | | CT |
| 0915 | 1994 | FORD | 0915 (Car) Metro | TAURUS | X151044 | | NJ |
| 0921 | 1997 | FORD | 0921 (Car) Corp | TAURUS WAGON | AW368751 | | MA |
| 0927 | 1988 | FORD | 0927 (Misc Vehicle) Valley | Box Truck - E 350 | 022300050 | | CT |
| 0934 | 1985 | FORD | 0934 (Misc Vehicle) Valley | Pickup - F150 | 02457813 | | CT |
| 0940 | 1995 | FORD | 0940 (Misc Vehicle) Valley | Van - E250 | 025262814 | | CT |
| 0941 | 1995 | FORD | 0941 (Misc Vehicle) Corp | AEROSTAR | 025723497 | | CT |
| 0943 | 1996 | FORD | 0943 (Misc Vehicle) Valley | Tow Truck - F350 | 025725798 | | CT |
| 0950 | 1983 | CUSTOM | 0950 (Misc Vehicle) Valley | Utility Trailer - UT2500 | to be provided post closing | | CT |
| 0951 | 1999 | CHEVROLET | 0951 (Misc Vehicle) DiaDel | Van - G3500 | to be provided post closing | | PA |
| 0952 | 1999 | CHEVROLET | 0952 (Van) DiaDel | G3500 | to be provided post closing | | PA |
| 0954 | 1999 | CHEVROLET | 0954 (Van) DiaDel | G3500 Extended | to be provided post closing | | PA |
| 0957 | 1999 | CHEVROLET | 0957 (Van) ALLENTOWN | G3500 | 52786541501HE | | PA |
| 0958 | 1999 | CHEVROLET | 0958 (Van) ALLENTOWN | G3500 | to be provided post closing | | PA |
| 0959 | 1999 | CHEVROLET | 0959 (Van) ALLENTOWN | G3500 | to be provided post closing | | PA |
| 0961 | 1999 | CHEVROLET | 0961 (Misc Vehicle) DiaDel | Van - G3500 | to be provided post closing | | PA |
| 0962 | 1999 | CHEVROLET | 0962 (Van) DiaDel | G3500 | to be provided post closing | | PA |
| 0965 | 1999 | CHEVROLET | 0965 (Van) ECT | G3500 | to be provided post closing | | CT |
| 0968 | 1999 | CHEVROLET | 0968 (Van) ECT | G3500 | to be provided post closing | | CT |
| 0969 | 1999 | CHEVROLET | 0969 (Van) ECT | G3500 | to be provided post closing | | CT |
| 0972 | 1999 | CHEVROLET | 0972 (Van) ECT | G3500 | to be provided post closing | | CT |
| 0973 | 1999 | CHEVROLET | 0973 (Misc Vehicle) ECT | G3500 | to be provided post closing | | CT |

Exhibit E

Title Documents

Vehicles subject to certificates of title:

Name of Grantor

O - Owned
F - Financed
D - Dormant
for Sale
S - Sold

HOP Unit #

| HOP Unit # | Name of Grantor | O - Owned F - Financed D - Dormant for Sale S - Sold | Year | Spec - Make | Description | Spec - Model | Unit Serial Number | Title # | State where title is issued |
|------------|-----------------|--|------|---------------|--------------------|----------------|--------------------|-----------------------------|-----------------------------|
| 0974 | HOP Energy, LLC | O | 1999 | CHEVROLET | 1999 CHEVROLET | G3500 | 1GCHG35RXX1031823 | to be provided post closing | CT |
| 0975 | HOP Energy, LLC | O | 1999 | CHEVROLET | 1999 CHEVROLET | G3500 | 1GCHG35R1X1031382 | to be provided post closing | CT |
| 0978 | HOP Energy, LLC | O | 1999 | CHEVROLET | 1999 CHEVROLET | G3500 | 1GCHG35R6X1033452 | to be provided post closing | CT |
| 0980 | HOP Energy, LLC | O | 1999 | CHEVROLET | 1999 CHEVROLET | G3500 Extended | 1GCHG35R9X1033313 | to be provided post closing | CT |
| 0982 | HOP Energy, LLC | O | 1999 | CHEVROLET | 1999 CHEVROLET | G3500 | 1GCHG35R3X1031478 | to be provided post closing | CT |
| 0983 | HOP Energy, LLC | O | 1999 | CHEVROLET | 1999 CHEVROLET | G3500 | 1GCHG35R8X1031282 | to be provided post closing | CT |
| 0986 | HOP Energy, LLC | O | 1999 | CHEVROLET | 1999 CHEVROLET | G3500 | 1GCHG35R3X1031689 | to be provided post closing | CT |
| 0988 | HOP Energy, LLC | O | 1999 | CHEVROLET | 1999 CHEVROLET | G3500 | 1GCHG35R8X1030973 | to be provided post closing | CT |
| 0989 | HOP Energy, LLC | O | 1999 | CHEVROLET | 1999 CHEVROLET | G3500 | 1GCHG35R8X1031539 | to be provided post closing | CT |
| 0991 | HOP Energy, LLC | O | 1999 | CHEVROLET | 1999 CHEVROLET | G3500 | 1GCHG35RXX1032577 | to be provided post closing | CT |
| 0994 | HOP Energy, LLC | O | 1999 | CHEVROLET | 1999 CHEVROLET | G3500 | 1GCHG35R8X1036210 | to be provided post closing | MA |
| 0996 | HOP Energy, LLC | O | 1999 | CHEVROLET | 1999 CHEVROLET | G3500 | 1GCHG35R1X1035576 | to be provided post closing | MA |
| 0997 | HOP Energy, LLC | O | 1999 | CHEVROLET | 1999 CHEVROLET | G3500 | 1GCHG35R0X1035469 | to be provided post closing | MA |
| 0999 | HOP Energy, LLC | O | 1999 | CHEVROLET | 1999 CHEVROLET | G3500 | 1GCHG35R9X1032084 | to be provided post closing | MA |
| 1009 | HOP Energy, LLC | O | 1992 | DODGE | 1992 DODGE | Van - 350 | 2B7KB31ZKXK166887 | to be provided post closing | PA |
| 1012 | HOP Energy, LLC | O | 1995 | DODGE | 1995 DODGE | Van - 3500 | 2B7KB31ZKXK571241 | 48591459902HE | PA |
| 1013 | HOP Energy, LLC | O | 1997 | FORD | 1997 FORD | E-350 | 1FTJE34L9VHA33311 | 50236115602HE | PA |
| 1014 | HOP Energy, LLC | O | 1996 | FORD | 1996 FORD | 350 | 1FTJE34L9VHA34894 | 50236130102HE | PA |
| 1016 | HOP Energy, LLC | O | 1998 | FORD | 1998 FORD | ECONOLINE 350 | 1FTJE34L9VHA34894 | 52072090302HE | PA |
| 1021 | HOP Energy, LLC | O | 1996 | MERCURY | 1996 MERCURY | SABLE | 1MELM5000TA608423 | 50010597903HE | PA |
| 1030 | HOP Energy, LLC | O | 1994 | PETERBILT | 1994 PETERBILT | 200-33 | 4XP54L9VHA34894 | 025068022 | CT |
| 1033 | HOP Energy, LLC | O | 1996 | VOLVO | 1996 VOLVO | FE615 | 4Y52ABEHCISR474057 | 48873284902HE | PA |
| 1035 | HOP Energy, LLC | O | 1995 | VOLVO | 1995 VOLVO | FE SERIES | 4Y52ABEHCISR474057 | 49279961003HE | PA |
| 1036 | HOP Energy, LLC | O | 1996 | MACK | 1996 MACK | MS300P | VG6M118B7VB302130 | 50081029302HE | PA |
| 1037 | HOP Energy, LLC | O | 1996 | MACK | 1996 MACK | MS300P | VG6M118B0VB302129 | 025163975 | CT |
| 1038 | HOP Energy, LLC | O | 1997 | MACK | 1997 MACK | MS300P | VG6M118B4WB302619 | 51486830301HE | PA |
| 1039 | HOP Energy, LLC | O | 1998 | MACK | 1998 MACK | MS300P | VG6M118B8WB303207 | 52624387002HE | PA |
| 1044 | HOP Energy, LLC | O | 1990 | CHEVROLET | 1990 CHEVROLET | Pickup - 2500 | IGCC24K0LEZ05886 | to be provided post closing | CT |
| 1046 | HOP Energy, LLC | O | 1984 | WHITE | 1984 WHITE | FORD | 1WXCCHMD3EN059604 | AS848139 | MA |
| 1052 | HOP Energy, LLC | O | 1988 | FORD | 1988 FORD | FORD | 1FXDCHMD4EN059613 | AS832802 | MA |
| 1054 | HOP Energy, LLC | O | 1984 | WHITE | 1984 WHITE | FORD | 1WXCCHMD4EN059613 | AS848576 | MA |
| 1055 | HOP Energy, LLC | O | 1984 | WHITE | 1984 WHITE | FORD | 1WXCCHMD6EN059614 | AS848514 | MA |
| 1056 | HOP Energy, LLC | O | 1983 | WHITE | 1983 WHITE | FORD | 1WXCCHMD3EN059618 | AS848275 | MA |
| 1058 | HOP Energy, LLC | O | 1978 | WHITE | 1978 WHITE | FORD | 3QRFRTG014293 | to be provided post closing | MA |
| 1059 | HOP Energy, LLC | O | 1984 | WHITE | 1984 WHITE | FORD | 1WXCCHMD9EN059610 | AS856629 | MA |
| 1061 | HOP Energy, LLC | O | 1991 | INTERNATIONAL | 1991 INTERNATIONAL | 4900 | 1WXCCHMD0EN059608 | AS848393 | MA |
| 1065 | HOP Energy, LLC | O | 1985 | FORD | 1985 FORD | T/W | IHTSDZTN4MH335662 | AS834006 | MA |
| 1068 | HOP Energy, LLC | O | 1990 | INTERNATIONAL | 1990 INTERNATIONAL | T/W | IFDXR80U7FVA29203 | AS854697 | MA |
| 1076 | HOP Energy, LLC | O | 1990 | FORD | 1990 FORD | FORD | IHTSDTVNXLHZ29426 | AS837137 | MA |
| 1079 | HOP Energy, LLC | O | 1990 | FORD | 1990 FORD | FORD | IFDXR90S4LVA37924 | to be provided post closing | MA |
| 1080 | HOP Energy, LLC | O | 1992 | FORD | 1992 FORD | FORD | IFDXR82AZLVA03123 | AS836247 | MA |
| 1084 | HOP Energy, LLC | O | 1990 | KENWORTH | 1990 KENWORTH | MACK | 1NKDXB0X8NJ570527 | AT365278 | MA |
| 1086 | HOP Energy, LLC | O | 1995 | MACK | 1995 MACK | MACK | 1M2K185C2SM005893 | to be provided post closing | MA |
| 1088 | HOP Energy, LLC | O | 1984 | WHITE | 1984 WHITE | MACK | 1WXCCHMD9EN059607 | AS852409 | MA |
| 1089 | HOP Energy, LLC | O | 1995 | MACK | 1995 MACK | MACK | 1M2K185COSM005892 | AS834098 | MA |
| 1090 | HOP Energy, LLC | O | 1990 | WHITE | 1990 WHITE | WHGM | 4V2DFMD5LNG29542 | AS831755 | MA |
| 1091 | HOP Energy, LLC | O | 1990 | WHGM | 1990 WHGM | WHGM | 4V2DFCFMD9LNG29544 | AT162646 | MA |

Vehicles subject to certificates of title:

Name of Grantor

O - Owned
F - Financed
D - Dormant
S - Sold

| HOP Unit # | Year | Description | Spec - Make | Spec - Model | Unit Serial Number | Title # | State where title is issued |
|-----------------|------|-------------------------------|--------------------|---------------------|--------------------|-----------------------------|-----------------------------|
| HOP Energy, LLC | 1092 | 1092 (Tank Wagon) AllExp | 1990 WHGM | | 4V2DCFMD7LN629543 | AS831723 | MA |
| HOP Energy, LLC | 1093 | 1093 (Tank Wagon) AllExp | 1990 WHGM | | 4V2DAFMD0LN629535 | AS834549 | MA |
| HOP Energy, LLC | 1094 | 1094 (Tank Wagon) AllExp | 1990 WHGM | | 4V2DAFMD2LN629536 | AS833496 | MA |
| HOP Energy, LLC | 1095 | 1095 (Tank Wagon) AllExp | 1990 WHGM | | 4V2DCFMD2LN629546 | AS831869 | MA |
| HOP Energy, LLC | 1097 | 1097 (Misc Vehicle) AllExp | 1986 FORD | Pickup - F-250 4W/D | 2FTHF26HGCB24772 | AS854077 | MA |
| HOP Energy, LLC | 1099 | 1099 (Van) AllExp | 1998 CHEVROLET | 3500 | IGCHG35R1W1048519 | AT045342 | MA |
| HOP Energy, LLC | 1101 | 1101 (Van) AllExp | 1999 CHEVROLET | G3500 | 1GCHG35R3X1031268 | AT152190 | MA |
| HOP Energy, LLC | 1122 | 1122 (Misc Vehicle) FF MA HUB | 1995 CHEVROLET | 30 | IGCGG35K8SF145731 | AT168277 | MA |
| HOP Energy, LLC | 1134 | 1134 (Van) AllExp | 1995 FORD | E-350 | IFTUE34F25HEB94038 | AU228034 | MA |
| HOP Energy, LLC | 1139 | 1139 (Van) FF MA HUB | 1996 CHEVROLET | | IGCGG35K9TF113842 | AS834779 | MA |
| HOP Energy, LLC | 1144 | 1144 (Van) AllExp | 1998 CHEVROLET | | IGCHG35R7W1046645 | AT033812 | MA |
| HOP Energy, LLC | 1145 | 1145 (Van) AllExp | 1998 CHEVROLET | | IGCHG35R2W1048786 | AT049283 | MA |
| HOP Energy, LLC | 1146 | 1146 (Misc Vehicle) AllExp | 1993 FORD | Pickup - F 150 4X4 | IFTEF14N5PNB36041 | AT042866 | MA |
| HOP Energy, LLC | 1147 | 1147 (Misc Vehicle) AllExp | 1994 FORD | PICKUP | 2FTHF25H4RCA11052 | AT0317061 | MA |
| HOP Energy, LLC | 1161 | 1161 (Tank Wagon) Valley | 1989 INTERNATIONAL | S1900 | IHTLDTVN9KH626094 | 025325480 | CT |
| HOP Energy, LLC | 1162 | 1162 (Tank Wagon) Valley | 1994 GMC | TC7HO42 | IGDM7H1J6RJ520144 | 025225856 | CT |
| HOP Energy, LLC | 1163 | 1163 (Tank Wagon) Valley | 1995 PETER BILT | 200-33 | IXPMH77XSM608530 | 025134061 | CT |
| HOP Energy, LLC | 1164 | 1164 (Tank Wagon) Valley | 1997 PETER BILT | 330 | 3BPNDH8X2VF423369 | 025135803 | CT |
| HOP Energy, LLC | 1166 | 1166 (Trailer) ALLENTOWN | 1988 HEIL | TRAILER | IHLA3A7B1J7G54142 | 55589802001HE | PA |
| HOP Energy, LLC | 1167 | 1167 (Misc Vehicle) Valley | 1994 DODGE | Van - 250 | 2B7HB21Y5RK154731 | to be provided post closing | CT |
| HOP Energy, LLC | 1169 | 1169 (Misc Vehicle) Valley | 1998 DODGE | Van - B-1500 | 2B7HB11Y4WK139708 | 025134528 | CT |
| HOP Energy, LLC | 1170 | 1170 (Misc Vehicle) TLC | 1994 DODGE | Van - 250 | 2B7HB21Y3RK154730 | to be provided post closing | CT |
| HOP Energy, LLC | 1171 | 1171 (Misc Vehicle) Valley | 1998 DODGE | Van - 1500 | 2B7HB11Y3XWK141480 | 025134527 | CT |
| HOP Energy, LLC | 1173 | 1173 (Car) Corp | 2000 NISSAN | MAXIMA | JN1CA31AXYT205261 | 891278A | NJ |
| HOP Energy, LLC | 1174 | 1174 (Car) Corp | 2000 NISSAN | MAXIMA | JN1CA31A3YT004429 | BA502311 | MA |
| HOP Energy, LLC | 1175 | 1175 (Tank Wagon) AllExp | 1988 INTERNATIONAL | S1900 | IHTLDTVN3JH575366 | AT1716831 | MA |
| HOP Energy, LLC | 1176 | 1176 (Tank Wagon) AllExp | 1989 INTERNATIONAL | S1900 | IHTLDTVN0KH640966 | AT1716831 | MA |
| HOP Energy, LLC | 1179 | 1179 (Tank Wagon) AllExp | 1997 VOLVO | FE42 | 4V52AFFD4VR476452 | AT1716831 | MA |
| HOP Energy, LLC | 1180 | 1180 (Tank Wagon) AllExp | 1997 VOLVO | FE42 | 4V52AFFD4VR476452 | AT1716831 | MA |
| HOP Energy, LLC | 1186 | 1186 (Misc Vehicle) TLC | 1994 FORD | Pickup - F-250 | IFTHF26HG6RLB63211 | AT1716831 | MA |
| HOP Energy, LLC | 1187 | 1187 (Tank Wagon) AllExp | 2000 INTERNATIONAL | 4900 | IHTSDAAN3YH266920 | AT1716831 | MA |
| HOP Energy, LLC | 1188 | 1188 (Van) Oexp-Wst | 2000 CHEVROLET | G3500X | IGCHG39R2Y1150702 | AT1759613 | MA |
| HOP Energy, LLC | 1189 | 1189 (Van) Oexp-Wst | 2000 CHEVROLET | G3500X | IGCHG39R3Y1138249 | to be provided post closing | MA |
| HOP Energy, LLC | 1190 | 1190 (Van) Oexp-Wst | 2000 CHEVROLET | G3500X | IGCHG39R4Y1138633 | AT1752194 | MA |
| HOP Energy, LLC | 1194 | 1194 (Van) Oexp_Cap | 2000 CHEVROLET | G3500X | IGCHG39R8Y1138649 | AT1756854 | MA |
| HOP Energy, LLC | 1196 | 1196 (Van) AllExp | 2000 CHEVROLET | G3500X | IGCHG35RXY1154518 | to be provided post closing | MA |
| HOP Energy, LLC | 1197 | 1197 (Van) AllExp | 2000 CHEVROLET | G3500 | IGCHG35R1Y1154424 | AT1810681 | MA |
| HOP Energy, LLC | 1198 | 1198 (Van) AllExp | 2000 CHEVROLET | G3500 | IGCHG35R1Y1155119 | AT1805291 | MA |
| HOP Energy, LLC | 1199 | 1199 (Van) AllExp | 2000 CHEVROLET | G3500 | IGCHG35R1Y1155119 | AT1801992 | MA |
| HOP Energy, LLC | 1200 | 1200 (Van) AllExp | 2000 CHEVROLET | G3500 | IGCHG35RXY1154468 | AT763082 | MA |
| HOP Energy, LLC | 1201 | 1201 (Van) AllExp | 2000 CHEVROLET | G3500 | IGCHG35R3Y1157647 | AT807328 | MA |
| HOP Energy, LLC | 1202 | 1202 (Van) TLC | 2000 CHEVROLET | G3500 | IGCHG35R9Y1136642 | 025195550 | CT |
| HOP Energy, LLC | 1205 | 1205 (Van) TLC | 2000 CHEVROLET | G3500 | IGCHG35R6Y1138462 | 025243722 | CT |
| HOP Energy, LLC | 1206 | 1206 (Van) TLC | 2000 CHEVROLET | G3500 | IGCHG35R6Y1138462 | 025243722 | CT |
| HOP Energy, LLC | 1207 | 1207 (Van) TLC | 2000 CHEVROLET | G3500 | IGCHG35R6Y1138932 | 025243723 | CT |
| HOP Energy, LLC | 1208 | 1208 (Van) TLC | 2000 CHEVROLET | G3500 | IGCHG35R5Y1137934 | 025243721 | CT |
| HOP Energy, LLC | 1209 | 1209 (Van) TLC | 2000 CHEVROLET | G3500 | IGCHG35R1Y1137817 | 025315451 | CT |
| HOP Energy, LLC | 1209 | 1209 (Van) TLC | 2000 CHEVROLET | G3500 | IGCHG35R9Y1139220 | 025315454 | CT |

Title Documents

Vehicles subject to certificates of title:

| Name of Grantor | | Description | | | Title # | | State where title is issued | | |
|-----------------|-------------------|-------------|---------------|----------------------|--------------------|-----------------------------|-----------------------------|-----------|--------------|
| HOP Unit # | HOP Unit for Sale | Year | Spec - Make | Spec - Model | Unit Serial Number | Title # | State where title is issued | Title # | |
| | | | | | | | | O - Owned | F - Financed |
| HOP Energy, LLC | 1210 | 2000 | CHEVROLET | G3500 | IGCHG35RXY1138822 | 025243718 | CT | | |
| HOP Energy, LLC | 1211 | 2000 | CHEVROLET | G3500 | IGCHG35RXY1139142 | 025243720 | CT | | |
| HOP Energy, LLC | 1212 | 2000 | CHEVROLET | G3500X | IGCHG39R8Y1154110 | 0252225799 | CT | | |
| HOP Energy, LLC | 1213 | 2000 | CHEVROLET | G3500X | IGCHG39R7Y1150646 | 0252225798 | CT | | |
| HOP Energy, LLC | 1214 | 2000 | CHEVROLET | G3500X | IGCHG39R2Y1153423 | 025243729 | CT | | |
| HOP Energy, LLC | 1215 | 2000 | CHEVROLET | G3500X | IGCHG39R3Y1150810 | 0252225797 | CT | | |
| HOP Energy, LLC | 1216 | 2000 | CHEVROLET | G3500X | IGCHG39R1Y1153252 | 0252225795 | CT | | |
| HOP Energy, LLC | 1218 | 2000 | CHEVROLET | G3500 | IGCHG35R7Y1137082 | 025243719 | CT | | |
| HOP Energy, LLC | 1219 | 2000 | CHEVROLET | Van - G3500 | IGCHG35R7Y1154752 | 025243724 | CT | | |
| HOP Energy, LLC | 1220 | 2000 | CHEVROLET | G3500X | IGCHG39R8Y1137601 | 54065475601HE | PA | | |
| HOP Energy, LLC | 1221 | 2000 | CHEVROLET | G3500X | IGCHG39R6Y1137208 | 54073096401HE | PA | | |
| HOP Energy, LLC | 1222 | 2000 | CHEVROLET | G3500X | IGCHG39R7Y1139284 | 54227403201HE | PA | | |
| HOP Energy, LLC | 1223 | 2000 | CHEVROLET | G3500X | IGCHG39R9Y1138918 | 54224695101HE | PA | | |
| HOP Energy, LLC | 1224 | 2000 | CHEVROLET | G3500X | IGCHG39R2Y1137559 | 54065595101HE | PA | | |
| HOP Energy, LLC | 1226 | 2000 | CHEVROLET | G3500X | IGCHG39RXY1138345 | 54306779101HE | PA | | |
| HOP Energy, LLC | 1228 | 2000 | CHEVROLET | G3500X | IGCHG35R8Y1155330 | 54068135901HE | PA | | |
| HOP Energy, LLC | 1229 | 2000 | CHEVROLET | G3500 | IGCHG35R5Y1154460 | 54306820001HE | PA | | |
| HOP Energy, LLC | 1230 | 2000 | WELLS CARGO | Trailer - TOTE WAGON | 1WC200E19Y1090567 | to be provided post closing | PA | | |
| HOP Energy, LLC | 1235 | 1996 | FORD | LN 8000 | IFDXR82E8TVAA01069 | AU031285 | MA | | |
| HOP Energy, LLC | 1236 | 1997 | FORD | LNT8000 | IFDZWR82E7VVA17073 | AU034293 | MA | | |
| HOP Energy, LLC | 1241 | 2000 | TOYOTA | AVOLON | 4T1BF28B7YU026720 | BA520774 | MA | | |
| HOP Energy, LLC | 1242 | 1999 | CHEVROLET | TAHOE 10706 | IGNEK13R6XJ557653 | 54485872901HE | PA | | |
| HOP Energy, LLC | 1243 | 2000 | NISSAN | PATHFINDER | JN8AR074Y4W439611 | to be provided post closing | PA | | |
| HOP Energy, LLC | 1244 | 2000 | INFINITI | I-30 | JNKCA31A7Y1112080 | to be provided post closing | PA | | |
| HOP Energy, LLC | 1248 | 2000 | WELLS CARGO | Trailer - TOTE WAGON | 1WC200E10Y1090568 | to be provided post closing | PA | | |
| HOP Energy, LLC | 1251 | 2000 | MERCURY | Mountaineer | 4MZZU86P3YU45143 | to be provided post closing | PA | | |
| HOP Energy, LLC | 1252 | 2000 | CHEVROLET | CUBE VAN - C 3500 | IGBKC34J4YF496261 | 55125031701HE | PA | | |
| HOP Energy, LLC | 1253 | 1989 | FORD | LN 8000 | IFDYW82A9KVA37121 | AV374958 | MA | | |
| HOP Energy, LLC | 1256 | 1995 | INTERNATIONAL | 4900 | IHTSDAAAN5SH671488 | to be provided post closing | CT | | |
| HOP Energy, LLC | 1257 | 1992 | INTERNATIONAL | 4900 | IHTSHNZR5NH428612 | 026040048 | CT | | |
| HOP Energy, LLC | 1258 | 1994 | INTERNATIONAL | 4900 | IHTSDPPNIRH576916 | 026064849 | CT | | |
| HOP Energy, LLC | 1259 | 1995 | FORD | L8000 | IFDYS82E8SVA17960 | U742085 | NJ | | |
| HOP Energy, LLC | 1260 | 1995 | FORD | L8000 | 4V2DAFNDXSN694003 | U742088 | NJ | | |
| HOP Energy, LLC | 1261 | 1994 | WHITE | FE SERIES | 4V52AECC6SR474345 | U742124 | NJ | | |
| HOP Energy, LLC | 1262 | 1995 | FORD | L8000 | IFDYS82E8SVA17961 | U742126 | NJ | | |
| HOP Energy, LLC | 1263 | 1995 | FORD | L8000 | IFDYD80VGDVA20153 | U742133 | NJ | | |
| HOP Energy, LLC | 1264 | 1993 | FORD | T/W - C8000 | 4VMDCLPF9XN773359 | U742078 | NJ | | |
| HOP Energy, LLC | 1265 | 1999 | VOLVO | S1900 | IHTLDTVY4HH486514 | U742156 | NJ | | |
| HOP Energy, LLC | 1266 | 1987 | INTERNATIONAL | MIDLINER | VG6M118B8S301337 | to be provided post closing | NJ | | |
| HOP Energy, LLC | 1274 | 1995 | MACK | L8000 | IFDYS82A8KVA57582 | to be provided post closing | NJ | | |
| HOP Energy, LLC | 1277 | 1989 | FORD | L8000 | IFDYS82A5NVA17870 | Y044958 | NJ | | |
| HOP Energy, LLC | 1278 | 1992 | FORD | L8000 | IFDYS82A7NVA17871 | Y044954 | NJ | | |
| HOP Energy, LLC | 1279 | 1992 | FORD | L8000 | IFDZY90L9PVA03910 | U742081 | NJ | | |
| HOP Energy, LLC | 1280 | 1993 | FORD | L8000 | IFDYS82E7PVA16970 | U742079 | NJ | | |
| HOP Energy, LLC | 1281 | 1993 | FORD | L8000 | IFDYS82E5RVA27002 | Y044955 | NJ | | |
| HOP Energy, LLC | 1282 | 1994 | FORD | L8000 | IFDYS82E7RVA27003 | U742136 | NJ | | |
| HOP Energy, LLC | 1283 | 1994 | FORD | L8000 | | | NJ | | |

Exhibit E

Title Documents

Vehicles subject to certificates of title:

| Name of Grantor | HOP Unit # | O - Owned | | Unit | Year | Spec - Make | Spec - Model | Unit Serial Number | Title # | State where title is issued |
|-----------------|------------|--------------|-------------|---------------------------|------|-------------|----------------------|--------------------|-----------------------------|-----------------------------|
| | | F - Financed | D - Dormant | | | | | | | |
| | | for Sale | | | | | | | | |
| | | S - Sold | | | | | | | | |
| HOP Energy, LLC | 1284 | O | | 1284 (Tank Wagon) Metro | 1995 | FORD | L9000 | IFDZY90L0SV A32673 | U742138 | NJ |
| HOP Energy, LLC | 1294 | O | | 1294 (Van) FF NNJ HUB | 1989 | FORD | E350 | IFTJE34H9KHC40899 | U459607 | NJ |
| HOP Energy, LLC | 1303 | O | | 1303 (Misc Vehicle) TLC | 1994 | CHEVROLET | Pickup K2500 | ICGGK24F7RE249303 | U459756 | CT |
| HOP Energy, LLC | 1307 | O | | 1307 (Misc Vehicle) Metro | 1994 | FORD | Van - AEROSTAR | IFTDA14U0SZ A59310 | U459772 | NJ |
| HOP Energy, LLC | 1310 | O | | 1310 (Van) Metro | 1997 | CHEVROLET | 3500 | ICGCHG35F1V1057158 | U459818 | NJ |
| HOP Energy, LLC | 1312 | O | | 1312 (Van) FF NNJ HUB | 1994 | FORD | E-350 | IFTJE34H6RHA53758 | U459775 | NJ |
| HOP Energy, LLC | 1315 | O | | 1315 (Van) Metro | 1999 | GMC | 3500 | IGTHG35FX1038602 | U459806 | NJ |
| HOP Energy, LLC | 1320 | O | | 1320 (Misc Vehicle) Metro | 1994 | CHEVROLET | Pickup - S-10 | IGCCT14W1R8192391 | U459585 | NJ |
| HOP Energy, LLC | 1321 | O | | 1321 (Misc Vehicle) Metro | 2000 | GMC | Rack Truck - 3500 | IGDJK34F2YF459923 | U459816 | NJ |
| HOP Energy, LLC | 1322 | O | | 1322 (Misc Vehicle) Metro | 2000 | GMC | Pickup - 3500 4X4 | IGTHK34R0YR119486 | U459813 | NJ |
| HOP Energy, LLC | 1327 | O | | 1327 (Car) Corp | 1998 | VOLVO | V70XC | YV1LZ5643W2472310 | 028594425 | CT |
| HOP Energy, LLC | 1328 | O | | 1328 (Car) ALLENTOWN | 2001 | JEEP | GRAND CHEROKEE | 1U4GW48S11C673254 | 56155264401HE | PA |
| HOP Energy, LLC | 1329 | O | | 1329 (Car) Corp | 1999 | TOYOTA | Clamy CE | 4T1BG22KXXU476267 | to be provided post closing | DE |
| HOP Energy, LLC | 1330 | O | | 1330 (Car) TLC | 2001 | FORD | EXPLORER XLT | IFMZU73E61Z A47425 | to be provided post closing | CT |
| HOP Energy, LLC | 1331 | O | | 1331 (Car) Oexp_Cap | 2001 | FORD | EXPLORER XLT | IFMZU73E31Z A42151 | to be provided post closing | MA |
| HOP Energy, LLC | 1332 | O | | 1332 (Car) Corp | 2001 | PONTIAC | BONNEVILLE | 1G2HX54K214288495 | AZ115634 | MA |
| HOP Energy, LLC | 1333 | O | | 1333 (Tank Wagon) TLC | 1994 | FORD | LTA9000 | IFTYY95U4RVA43042 | 026640562 | CT |
| HOP Energy, LLC | 1334 | O | | 1334 (Tank Wagon) TLC | 1994 | FORD | LTA9000 | IFTYY95U6RVA43043 | to be provided post closing | CT |
| HOP Energy, LLC | 1335 | O | | 1335 (Van) AllExp | 2002 | FORD | E-350 Extended | IFTSS34L02HA14039 | see note A below | MA |
| HOP Energy, LLC | 1336 | O | | 1336 (Van) AllExp | 2002 | FORD | E-350 Extended | IFTSS34L72HA14040 | see note A below | MA |
| HOP Energy, LLC | 1337 | O | | 1337 (Van) AllExp | 2002 | FORD | E-350 Extended | IFTSS34L92HA14041 | see note A below | MA |
| HOP Energy, LLC | 1338 | O | | 1338 (Van) TLC | 2002 | FORD | E-350 | IFTSE34LX2HA14007 | see note A below | CT |
| HOP Energy, LLC | 1339 | O | | 1339 (Van) TLC | 2002 | FORD | E-350 | IFTSE34L12HA14008 | see note A below | CT |
| HOP Energy, LLC | 1341 | O | | 1341 (Van) TLC | 2002 | FORD | E-350 Extended | IFTSS34L52HA14022 | see note A below | CT |
| HOP Energy, LLC | 1342 | O | | 1342 (Van) TLC | 2002 | FORD | E-350 Extended | IFTSS34L72HA14023 | see note A below | CT |
| HOP Energy, LLC | 1343 | O | | 1343 (Van) TLC | 2002 | FORD | E-350 Extended | IFTSS34L92HA14024 | see note A below | CT |
| HOP Energy, LLC | 1344 | O | | 1344 (Van) TLC | 2002 | FORD | E-350 Extended | IFTSS34L22HA14026 | see note A below | CT |
| HOP Energy, LLC | 1345 | O | | 1345 (Van) TLC | 2002 | FORD | E-350 Extended | IFTSS34L42HA14027 | see note A below | CT |
| HOP Energy, LLC | 1346 | O | | 1346 (Van) TLC | 2002 | FORD | E-350 Extended | IFTSS34L62HA14028 | see note A below | CT |
| HOP Energy, LLC | 1347 | O | | 1347 (Van) ECT | 2002 | FORD | E-350 Extended | IFTSS34L82HA14029 | see note A below | CT |
| HOP Energy, LLC | 1348 | O | | 1348 (Van) ECT | 2002 | FORD | E-350 Extended | IFTSS34L42HA14030 | see note A below | CT |
| HOP Energy, LLC | 1349 | O | | 1349 (Van) ECT | 2002 | FORD | E-350 Extended | IFTSS34L52HA14005 | see note A below | CT |
| HOP Energy, LLC | 1350 | O | | 1350 (Van) TLC | 2002 | FORD | E-350 Extended | IFTSS34L72HA14006 | see note A below | CT |
| HOP Energy, LLC | 1351 | O | | 1351 (Misc Vehicle) ECT | 2002 | FORD | Van - E-350 CLUB CAB | IFTSS34L52HA14005 | see note A below | CT |
| HOP Energy, LLC | 1353 | O | | 1353 (Van) Oexp-Wst | 2002 | FORD | E-350 Extended | IFTSS34L22HA14036 | see note A below | MA |
| HOP Energy, LLC | 1354 | O | | 1354 (Van) Oexp-Wst | 2002 | FORD | E-350 Extended | IFTSS34L72HA14037 | see note A below | MA |
| HOP Energy, LLC | 1355 | O | | 1355 (Van) Terry | 2002 | FORD | E-350 Extended | IFTSS34L32HA14035 | see note A below | MA |
| HOP Energy, LLC | 1356 | O | | 1356 (Van) Valley | 2002 | FORD | E-350 | IFTSE34L32HA14009 | see note A below | CT |
| HOP Energy, LLC | 1357 | O | | 1357 (Van) Valley | 2002 | FORD | E-350 Extended | IFTSS34L62HA14031 | see note A below | CT |
| HOP Energy, LLC | 1358 | O | | 1358 (Van) Valley | 2002 | FORD | E-350 Extended | IFTSS34L82HA14032 | see note A below | CT |
| HOP Energy, LLC | 1360 | O | | 1360 (Van) Valley | 2002 | FORD | E-350 Extended | IFTSS34L12HA14034 | see note A below | CT |
| HOP Energy, LLC | 1361 | O | | 1361 (Van) ALLENTOWN | 2002 | FORD | E-350 | IFTSE34LX2HA14010 | see note A below | PA |
| HOP Energy, LLC | 1362 | O | | 1362 (Van) ALLENTOWN | 2002 | FORD | E-350 | IFTSE34L12HA14011 | see note A below | PA |
| HOP Energy, LLC | 1363 | O | | 1363 (Van) ALLENTOWN | 2002 | FORD | E-350 | IFTSE34L32HA14012 | see note A below | PA |
| HOP Energy, LLC | 1364 | O | | 1364 (Van) ALLENTOWN | 2002 | FORD | E-350 | IFTSE34L52HA14013 | see note A below | PA |
| HOP Energy, LLC | 1365 | O | | 1365 (Van) ALLENTOWN | 2002 | FORD | E-350 | IFTSE34L72HA14014 | see note A below | PA |
| HOP Energy, LLC | 1366 | O | | 1366 (Van) ALLENTOWN | 2002 | FORD | E-350 | IFTSE34L92HA14015 | see note A below | PA |

TRADEMARK

REEL: 003395 FRAME: 0422

Title Documents

Vehicles subject to certificates of title:

Name of Grantor

O - Owned
 F - Financed
 D - Dormant
 for Sale
 S - Sold

| HOP Unit # | Name of Grantor | Year | Spec - Make | Spec - Model | Unit Serial Number | Title # | State where title is issued |
|------------|-----------------|------|---------------|-----------------------|--------------------|-----------------------------|-----------------------------|
| 1367 | HOP Energy, LLC | 2002 | FORD | E-350 | IFTSE34L02HA14016 | see note A below | PA |
| 1368 | HOP Energy, LLC | 2002 | FORD | E-350 | IFTSE34L22HA14017 | see note A below | PA |
| 1369 | HOP Energy, LLC | 2002 | FORD | E-350 | IFTSE34L42HA14018 | see note A below | PA |
| 1370 | HOP Energy, LLC | 2002 | FORD | E-350 | IFTSE34L62HA14019 | see note A below | PA |
| 1371 | HOP Energy, LLC | 2002 | FORD | E-350 | IFTSE34L22HA14020 | see note A below | PA |
| 1372 | HOP Energy, LLC | 2002 | FORD | E-350 Extended | IFTSS34L02HA14042 | see note A below | PA |
| 1373 | HOP Energy, LLC | 2002 | FORD | E-350 Extended | IFTSS34L22HA14043 | see note A below | PA |
| 1374 | HOP Energy, LLC | 2002 | FORD | E-350 Extended | IFTSS34L42HA14044 | see note A below | PA |
| 1375 | HOP Energy, LLC | 2002 | FORD | E-350 Extended | IFTSS34L62HA14045 | see note A below | PA |
| 1376 | HOP Energy, LLC | 2002 | FORD | E-350 Extended | IFTSS34L82HA14046 | see note A below | PA |
| 1377 | HOP Energy, LLC | 2002 | FORD | E-350 Extended | IFTSS34L12HA14047 | see note A below | PA |
| 1378 | HOP Energy, LLC | 2002 | FORD | E-350 Extended | IFTSS34L22HA14048 | see note A below | PA |
| 1379 | HOP Energy, LLC | 2002 | FORD | E-350 | IFTSE34L82HA15932 | see note A below | PA |
| 1380 | HOP Energy, LLC | 2002 | FORD | E-350 | IFTSE34L22HA15933 | see note A below | PA |
| 1381 | HOP Energy, LLC | 2002 | FORD | Van - E-350 | IFTSE34L22HA15934 | see note A below | PA |
| 1382 | HOP Energy, LLC | 2002 | FORD | E-350 | IFTSE34L12HA15935 | see note A below | PA |
| 1383 | HOP Energy, LLC | 2002 | FORD | E-350 | IFTSE34L32HA15936 | see note A below | PA |
| 1384 | HOP Energy, LLC | 2002 | FORD | E-350 | IFTSE34L52HA15937 | see note A below | PA |
| 1385 | HOP Energy, LLC | 2001 | ACURA | 37CL | 19UYA42411A038681 | to be provided post closing | NJ |
| 1387 | HOP Energy, LLC | 2002 | CHEVROLET | Trailblazer | IGNDT135S2222741 | to be provided post closing | MA |
| 1389 | HOP Energy, LLC | 1987 | FORD | Pickup - F-250 | LFTF26NXXHNA86080 | to be provided post closing | MA |
| 1391 | HOP Energy, LLC | 2001 | DODGE | 2500 | 2B7JB21Y91K560968 | Y471373 | NJ |
| 1393 | HOP Energy, LLC | 2001 | DODGE | 2500 | 2B7JB21Y31K506405 | to be provided post closing | NJ |
| 1395 | HOP Energy, LLC | 1995 | CHEVY | VAN | 1GCHG35K8SF134247 | X695817 | NJ |
| 1396 | HOP Energy, LLC | 1992 | CHEVROLET | VAN | 1CGCG35K6N7120888 | to be provided post closing | NJ |
| 1397 | HOP Energy, LLC | 1995 | CHEVY | 3500 | 1CGCG35K1SF157171 | to be provided post closing | NJ |
| 1398 | HOP Energy, LLC | 1990 | GMC | CUBE VAN | 2GBHG31K1K4137412 | AY30318 | MA |
| 1403 | HOP Energy, LLC | 1989 | MACK | MR690P | 1M2K168C8KM002125 | to be provided post closing | NJ |
| 1405 | HOP Energy, LLC | 1990 | MACK | MR690P | 1M2K137C7L0003174 | X695829 | NJ |
| 1409 | HOP Energy, LLC | 2000 | GMC | G 35 | 1GTHG35T6Y1100249 | 026907329 | CT |
| 1410 | HOP Energy, LLC | 2001 | FORD | E350SD | IFTSE34F41HA09541 | 026907016 | CT |
| 1411 | HOP Energy, LLC | 1997 | FORD | PICKUP | 1FDKF37FSVEC24034 | 026906832 | CT |
| 1413 | HOP Energy, LLC | 1992 | INTERNATIONAL | TW4900 | IHTSDPPN9NH436087 | to be provided post closing | NJ |
| 1415 | HOP Energy, LLC | 1995 | INTERNATIONAL | TW4900 | IHTSDAAN55H657574 | 026901973 | CT |
| 1416 | HOP Energy, LLC | 1999 | INTERNATIONAL | TW4900 | IHTSDAAN5XH615624 | 029359427 | CT |
| 1441 | HOP Energy, LLC | 1997 | INTERNATIONAL | 4900E | IHTSDAAN8VH433557 | to be provided post closing | CT |
| 1461 | HOP Energy, LLC | 2003 | CHEVROLET | 3500 EXPRESS Extended | 1GCHG39J931105530 | to be provided post closing | CT |
| 1462 | HOP Energy, LLC | 1992 | FORD | Van - 350 | IFTJ534HXNH172509 | 889382B | NY |
| 1463 | HOP Energy, LLC | 2002 | INFINITI | 1-35 | JNKDA31A0ZT031732 | to be provided post closing | CT |
| 1476 | HOP Energy, LLC | 1998 | GMC | Truck - 3500 | 1GDKC34F2WJ503138 | to be provided post closing | PA |
| 1477 | HOP Energy, LLC | 1999 | GMC | SAFARI | IGTDM19W9XB504256 | 824667X | NY |
| 1479 | HOP Energy, LLC | 1999 | GMC | SAFARI | IGTDM19W8XB533344 | 618508H | NY |
| 1480 | HOP Energy, LLC | 1999 | GMC | SAFARI | IGTDM19WXXB53376 | 888442B | NY |
| 1481 | HOP Energy, LLC | 2000 | GMC | SAFARI | IGTDM19W2YB519280 | 569314D | NY |
| 1482 | HOP Energy, LLC | 2003 | CHEVROLET | TRAILBLAZER LS | IGNDT13S432232175 | 32690249 | MD |
| 1483 | HOP Energy, LLC | 2000 | GMC | SAFARI | IGTDM19W7YB520375 | 134495Y | NY |
| 1485 | HOP Energy, LLC | 2001 | GMC | SAVANA | IGTFG15W81118057 | 059484U | NY |

Title Documents

Vehicles subject to certificates of title:

Name of Grantor

O - Owned
F - Financed
D - Dormant

HOP Unit
for Sale

S - Sold

| HOP Unit # | Year | Spec - Make | Spec - Model | Unit |
|------------|------|---------------|---------------|-------------------------------|
| 1486 | 2001 | GMC | SAVANA | 1486 (Van) Brooklyn |
| 1487 | 2001 | FORD | 250 | 1487 (Van) Brooklyn |
| 1488 | 2001 | FORD | 250 | 1488 (Van) Brooklyn |
| 1489 | 1986 | CHEVROLET | Truck - C-30 | 1489 (Misc Vehicle) Brooklyn |
| 1490 | 1997 | INTERNATIONAL | 4900E | 1490 (Tank Wagon) Metro |
| 1492 | 1997 | INTERNATIONAL | 4900E | 1492 (Tank Wagon) ECT |
| 1495 | 2000 | GMC | 4WD | 1495 (Car) ECT |
| 1496 | 2000 | ACURA | 3.2 TL | 1496 (Car) Metro |
| 1497 | 2001 | ACURA | 3.2 TL | 1497 (Car) Corp |
| 1498 | 1987 | SAAB | SCANIA | 1498 (Tank Wagon) Brooklyn |
| 1501 | 1989 | MACK | RD690S | 1501 (Tank Wagon) Brooklyn |
| 1502 | 1989 | MACK | RD690S | 1502 (Tank Wagon) Brooklyn |
| 1504 | 1990 | INTERNATIONAL | 49006X | 1504 (Tank Wagon) Brooklyn |
| 1506 | 1991 | WHITE | WG64 | 1506 (Tank Wagon) Brooklyn |
| 1507 | 1991 | WHITE | WG64 | 1507 (Tank Wagon) Brooklyn |
| 1508 | 1992 | WHITE | WG64 | 1508 (Tank Wagon) Brooklyn |
| 1509 | 1992 | WHITE | WG64 | 1509 (Tank Wagon) Brooklyn |
| 1510 | 1992 | MACK | RD690S | 1510 (Tank Wagon) Brooklyn |
| 1511 | 1992 | KENWORTH | CS | 1511 (Tank Wagon) Brooklyn |
| 1512 | 1994 | VOLVO | FE42 | 1512 (Tank Wagon) FF NY HUB |
| 1513 | 1995 | FORD | LN 8000 | 1513 (Tank Wagon) FF NY HUB |
| 1514 | 1997 | VOLVO | WG64 | 1514 (Tank Wagon) Brooklyn |
| 1515 | 2002 | FREIGHTLINER | FL112 | 1515 (Tank Wagon) Brooklyn |
| 1518 | 2002 | FREIGHTLINER | FL 80 | 1518 (Tank Wagon) Metro |
| 1522 | 1989 | VOLVO | WX 42 | 1522 (Tank Wagon) Metro |
| 1523 | 1990 | VOLVO | VOLVO | 1523 (Tank Wagon) Metro |
| 1524 | 1994 | VOLVO | VE-7 | 1524 (Tank Wagon) Metro |
| 1525 | 1997 | VOLVO | VE-7 | 1525 (Tank Wagon) Metro |
| 1527 | 1991 | INTERNATIONAL | 4900 | 1527 (Tank Wagon) FF NY HUB |
| 1528 | 2001 | GMC | 3500 | 1528 (Van) Metro |
| 1529 | 2001 | GMC | 3500 | 1529 (Van) Metro |
| 1530 | 2001 | GMC | 3500 | 1530 (Van) Metro |
| 1532 | 1987 | GMC | 2500 | 1532 (Van) FF SOUTHERN HUB |
| 1536 | 1995 | GMC | 3500 | 1536 (Van) Metro |
| 1537 | 1997 | GMC | 3500 | 1537 (Van) Metro |
| 1538 | 1999 | GMC | 3500 | 1538 (Van) Metro |
| 1544 | 1982 | FORD | Truck - 350 | 1544 (Misc Vehicle) DiabDel |
| 1546 | 1994 | CHEVROLET | Pickup - S-10 | 1546 (Misc Vehicle) ALLENTOWN |
| 1549 | 1990 | INTERNATIONAL | 4900 | 1549 (Tank Wagon) FF NY HUB |
| 1551 | 1992 | INTERNATIONAL | 4900 | 1551 (Tank Wagon) FF MA HUB |
| 1552 | 1994 | INTERNATIONAL | 4900 | 1552 (Tank Wagon) FF MA HUB |
| 1553 | 1994 | INTERNATIONAL | 4900 | 1553 (Tank Wagon) FF MA HUB |
| 1555 | 1995 | MACK | CS 300P | 1555 (Tank Wagon) Oexp_Cap |
| 1556 | 1989 | FORD | LN 8000 | 1556 (Tank Wagon) Oexp_Cap |
| 1558 | 1989 | FORD | LN 8000 | 1558 (Tank Wagon) FF MA HUB |
| 1559 | 1997 | FORD | LN 8000 | 1559 (Tank Wagon) FF MA HUB |
| 1560 | 1989 | VOLVO | LN 8000 | 1560 (Tank Wagon) FF MA HUB |
| 1560 | 1998 | FORD | F 800 | 1560 (Tank Wagon) FF MA HUB |

Description

| Unit Serial Number | Title # | State where title is issued |
|---------------------|-----------------------------|-----------------------------|
| IGTHG35FX11118940 | 245677Z | NY |
| IFTNE24L1HA99406 | 124448Q | NY |
| IFTNE24L51HA94452 | 235552S | NY |
| IGBIC34MXG142590 | 494260 | NY |
| IHTSDAAN9VH43499 | 355525C | NJ |
| IHTSDAAN3VH461346 | 02811623 | CT |
| IGKDT13W3Y2119387 | 028094654 | CT |
| 19UUA5666Y/A041215 | 374392K | NY |
| 19UUA5666Y/A002751 | to be provided post closing | NY |
| YS2PH42Z0H1122387 | 434723T | NY |
| IM2P198C1K/W004052 | 530607G | NY |
| IM2P198C3K/W004053 | to be provided post closing | NY |
| IHTSHZ3R5LH207511 | 944552B | NY |
| 4V21CBME5MR811028 | 203465V | NY |
| 4V21CBME1MR810958 | 944652B | NY |
| 4V21CBJFNR815589 | 800551A | NY |
| 4V21CBJFNR815589 | 638284D | NY |
| IM2B21C1N/M009972 | 203455V | NY |
| INKBLA0X2N1576739 | 034129Z | NY |
| 4V52ADHD8R473299 | 128454U | NY |
| IFDXR82E6SVA77016 | 880767X | NY |
| 4V51CIBF8VR855252 | 290732S | NY |
| IFVHBGASX2HJ83843 | 379981J | NY |
| IFVABXAK42HJ72273 | Z178679 | NJ |
| 4V2DADVD5KKN610188 | Z177995 | NJ |
| 4V2DAFAD0LN629331 | Z177997 | NJ |
| 4V2DAFAD0LN629331 | Z177997 | NJ |
| 4V5DAFFD2VR736320 | Z177996 | NJ |
| 4V5DAFFD2VR736320 | Z178000 | NJ |
| IHTSDZ7N9MH336291 | Z178001 | NJ |
| IGTHG35F911229608 | Z177993 | NJ |
| IGTHG35F711228232 | Z177992 | NJ |
| IGTHG35F711229039 | Z177990 | NJ |
| IGTEG25H3H7509420 | Z178012 | NJ |
| IGTEG25H8SF56651 | Z178678 | NJ |
| IGTHG35FXV1028919 | Z178677 | NJ |
| IGTHG35F6X1051455 | Z177989 | NJ |
| 2FDKFC37Z7CCAA43935 | to be provided post closing | PA |
| IGCCS19468K135441 | 5995384490JHE | PA |
| IHTSDZ2R8LH254660 | to be provided post closing | NY |
| IHTSDPNUN5H413642 | AZ108771 | MA |
| IHTSDPPN2R4551927 | to be provided post closing | MA |
| VG6BA09B68B701087 | AZ089971 | MA |
| IFDXR82A5KV451553 | to be provided post closing | MA |
| IFDXR82A7KV451554 | AZ112132 | MA |
| IFDXR82E9VV401875 | to be provided post closing | MA |
| YB3U6A3A7KB428688 | to be provided post closing | MA |
| IFDXR82E9VV401875 | AZ094231 | MA |

TRADEMARK

REEL: 003395 FRAME: 0424

Title Documents

Vehicles subject to certificates of title:

| Name of Grantor | HOP Unit # | O - Owned | | Unit | Description | Year | Spec - Make | Spec - Model | Unit Serial Number | Title # | State where title is issued |
|-----------------|------------|--------------|---------------------|-----------------|---------------|------|-----------------|---------------------|-----------------------------|---------|-----------------------------|
| | | F - Financed | | | | | | | | | |
| | | D - Dormant | | | | | | | | | |
| | | for Sale | | | | | | | | | |
| | | S - Sold | | | | | | | | | |
| HOP Energy, LLC | 1561 | 0 | 1561 (Tank Wagon) | FF MA HUB | VOLVO | 1997 | FE42 | 4V52AFED6VR476324 | AZ108042 | MA | |
| HOP Energy, LLC | 1562 | 0 | 1562 (Tank Wagon) | FF MA HUB | MACK | 1993 | R3690S | IM2AM20COPM002196 | AZ097755 | MA | |
| HOP Energy, LLC | 1564 | 0 | 1564 (Tank Wagon) | ALLENTOWN | GMC | 1993 | TOPKICK | IGDHH7H1J1P1500378 | to be provided post closing | PA | |
| HOP Energy, LLC | 1597 | 0 | 1597 (Tank Wagon) | Brooklyn | GMC | 1999 | TOP KICK | IGDTT4CXXJ517785 | 909909Z | NY | |
| HOP Energy, LLC | 1598 | 0 | 1598 (Tank Wagon) | Brooklyn | GMC | 1999 | TOP KICK | IGDTT4CXXJ517565 | 549732K | NY | |
| HOP Energy, LLC | 1601 | 0 | 1601 (Tank Wagon) | Brooklyn | MACK | 1986 | DM 686 SX | IM2B128C1GA012206 | 2613860 | NY | |
| HOP Energy, LLC | 1602 | 0 | 1602 (Tank Wagon) | Brooklyn | MACK | 1988 | RD 686 S | IM2P138CA1A017063 | 858952B | NY | |
| HOP Energy, LLC | 1603 | 0 | 1603 (Tank Wagon) | Brooklyn | MACK | 1995 | RD 690 S | IM2P264CSM017474 | 856285E | NY | |
| HOP Energy, LLC | 1604 | 0 | 1604 (Misc Vehicle) | FF NY HUB | CHEVROLET | 1996 | Van - ASTRO | IGCDL19W3TB124862 | to be provided post closing | NY | |
| HOP Energy, LLC | 1605 | 0 | 1605 (Van) | Brooklyn | CHEVROLET | 2002 | ASTRO | IGCDL19X02B132634 | 7811254D | NY | |
| HOP Energy, LLC | 1608 | 0 | 1608 (Tank Wagon) | FF NY HUB | FORD | 1995 | LN 8000 | IFDYW82E3SV A65709 | to be provided post closing | NY | |
| HOP Energy, LLC | 1609 | 0 | 1609 (Misc Vehicle) | BkSw | MUDHENS | 2004 | Utility Trailer | IM9SFI4184M505182 | 60701334801HE | PA | |
| HOP Energy, LLC | 1610 | 0 | 1610 (Tank Wagon) | FF NY HUB | MACK | 2001 | RD690S | IM2P296C61M056674 | to be provided post closing | NY | |
| HOP Energy, LLC | 1611 | 0 | 1611 (Tank Wagon) | FF NY HUB | MACK | 2001 | RD690S | IM2P296C31M056672 | to be provided post closing | NY | |
| HOP Energy, LLC | 1612 | 0 | 1612 (Tank Wagon) | FF NY HUB | STERLING | 2000 | L19513S | 2FZXEDDBY AB22281 | to be provided post closing | NY | |
| HOP Energy, LLC | 1613 | 0 | 1613 (Tank Wagon) | FF NY HUB | FORD | 1995 | LN 8000 | IFDYW82E3SV A65519 | to be provided post closing | NY | |
| HOP Energy, LLC | 1614 | 0 | 1614 (Tank Wagon) | FF NY HUB | FORD | 2000 | F 750 | 3FEXF75N6YMA00840 | to be provided post closing | NY | |
| HOP Energy, LLC | 1615 | 0 | 1615 (Tank Wagon) | FF NY HUB | STERLING | 2000 | ACTERRA | 2FZAAMAK01AF70827 | to be provided post closing | NY | |
| HOP Energy, LLC | 1616 | 0 | 1616 (Tank Wagon) | FF NY HUB | FREIGHT LINER | 2000 | FL-80 | IFVXJBB8YHA56143 | to be provided post closing | NY | |
| HOP Energy, LLC | 1618 | 0 | 1618 (Tank Wagon) | FF NY HUB | STERLING | 2000 | L19513S | 2FZXEDDBY AB22283 | to be provided post closing | NY | |
| HOP Energy, LLC | 1619 | 0 | 1619 (Tank Wagon) | FF NY HUB | MACK | 1995 | RD690S | IM2P296C41M056673 | to be provided post closing | NY | |
| HOP Energy, LLC | 1620 | 0 | 1620 (Tank Wagon) | FF NY HUB | FORD | 1995 | LN 8000 | IFDYW82E22SV A65250 | to be provided post closing | NY | |
| HOP Energy, LLC | 1621 | 0 | 1621 (Tank Wagon) | FF NY HUB | STERLING | 2000 | L19513S | 2FZXEDDBY AB22282 | to be provided post closing | NY | |
| HOP Energy, LLC | 1622 | 0 | 1622 (Tank Wagon) | FF NY HUB | FORD | 1995 | LN8000 | IFDYW82E3SV A65520 | to be provided post closing | NY | |
| HOP Energy, LLC | 1623 | 0 | 1623 (Tank Wagon) | FF NY HUB | FORD | 1995 | LN 8000 | IFDYW82E4SV A65251 | to be provided post closing | NY | |
| HOP Energy, LLC | 1625 | 0 | 1625 (Trailer) | FF NY HUB | FRUE HAUF | 1970 | R686ST | UNM391003 | to be provided post closing | NY | |
| HOP Energy, LLC | 1626 | 0 | 1626 (Tractor) | FF NY HUB | MACK | 1987 | CH | IM2N179Y1HA005682 | to be provided post closing | NY | |
| HOP Energy, LLC | 1628 | 0 | 1628 (Tractor) | FF NY HUB | HEIL | 1992 | Truck - 3500 | IM2AA12Y4NW016762 | to be provided post closing | NY | |
| HOP Energy, LLC | 1629 | 0 | 1629 (Trailer) | FF NY HUB | GMC | 1987 | YUKON | IHLA3A7B7H7H53428 | to be provided post closing | NY | |
| HOP Energy, LLC | 1632 | 0 | 1632 (Misc Vehicle) | FF NY HUB | GMC | 2001 | 4900E | 3GDKC34F1M115670 | to be provided post closing | NY | |
| HOP Energy, LLC | 1634 | 0 | 1634 (Car) | FF NY HUB | GMC | 2002 | 4900E | 3GK0K26G3G245161 | to be provided post closing | NY | |
| HOP Energy, LLC | 1637 | 0 | 1637 (Tank Wagon) | TLC | INTERNATIONAL | 1998 | INTERNATIONAL | IHTSDAAN7WH507410 | 029359430 | CT | |
| HOP Energy, LLC | 1664 | 0 | 1664 (Tank Wagon) | FF CT HUB | INTERNATIONAL | 2000 | 4900 | IHTSDAANIYH240896 | 028588701 | CT | |
| HOP Energy, LLC | 1665 | 0 | 1665 (Tank Wagon) | FF CT HUB | INTERNATIONAL | 2000 | FL70 | IFV6HFAA8V1761320 | 028587437 | CT | |
| HOP Energy, LLC | 1666 | 0 | 1666 (Tank Wagon) | FF SOUTHERN HUB | FREIGHT LINER | 1997 | 4900 | IHTSDAAN7WH521120 | to be provided post closing | NJ | |
| HOP Energy, LLC | 1667 | 0 | 1667 (Tank Wagon) | FF SOUTHERN HUB | INTERNATIONAL | 1998 | 4900 | IHTSDAANIYH292187 | 34709234 | MD | |
| HOP Energy, LLC | 1668 | 0 | 1668 (Tank Wagon) | FF SOUTHERN HUB | INTERNATIONAL | 2000 | 4900 | IHTSDAANIYH273039 | 54592355302HE | PA | |
| HOP Energy, LLC | 1669 | 0 | 1669 (Tank Wagon) | FF SOUTHERN HUB | INTERNATIONAL | 2000 | 4900 | IHTSDADN71H332046 | 34709235 | MD | |
| HOP Energy, LLC | 1670 | 0 | 1670 (Tank Wagon) | FF SOUTHERN HUB | INTERNATIONAL | 2000 | 8100 | IHTHCATR7YH288545 | BA828281 | MA | |
| HOP Energy, LLC | 1671 | 0 | 1671 (Tank Wagon) | FF SOUTHERN HUB | INTERNATIONAL | 1999 | 4900 | IHTSHADR5XH636606 | 897638C | NJ | |
| HOP Energy, LLC | 1674 | 0 | 1674 (Tank Wagon) | FF MA HUB | INTERNATIONAL | 1999 | 4900 | IHTSDAAN0XH578661 | BA811111 | MA | |
| HOP Energy, LLC | 1675 | 0 | 1675 (Tank Wagon) | FF CT HUB | INTERNATIONAL | 2002 | 4400 | IHTMKAAN62H516088 | BA818164 | MA | |
| HOP Energy, LLC | 1677 | 0 | 1677 (Tank Wagon) | FF MA HUB | INTERNATIONAL | 1999 | F8100 | IHTHCATR7XH688314 | BA823065 | MA | |
| HOP Energy, LLC | 1678 | 0 | 1678 (Tank Wagon) | FF MA HUB | STERLING | 2001 | L7500 | 2FZAASAK01AJ20645 | BA810847 | MA | |
| HOP Energy, LLC | 1679 | 0 | 1679 (Tank Wagon) | FF MA HUB | FORD | 1995 | L8000 | IFDXR82E12SVA50757 | BA822809 | MA | |
| HOP Energy, LLC | 1680 | 0 | 1680 (Tank Wagon) | FF NNJ HUB | INTERNATIONAL | 2000 | 4900 | IHTSDAANXXH273038 | 897635C | NJ | |
| HOP Energy, LLC | 1682 | 0 | 1682 (Tank Wagon) | FF NNJ HUB | INTERNATIONAL | 1998 | 4900 | IHTSHADR8XH614812 | 897640C | NJ | |

Title Documents

Vehicles subject to certificates of title:

| Name of Grantor | HOP Unit # | for Sale | | | Description | Year | Spec. - Make | Spec. - Model | Unit Serial Number | Title # | State where title is issued |
|-----------------|------------|-----------|--------------|-------------|-----------------------------------|------|---------------|---------------|--------------------|-----------------------------|-----------------------------|
| | | O - Owned | F - Financed | D - Dormant | | | | | | | |
| HOP Energy, LLC | 1684 | O | | | 1684 (Tank Wagon) FF NY HUB | 2001 | FREIGHT LINER | FL70 | IFV6HJBA31HA74098 | 897636C | NJ |
| HOP Energy, LLC | 1687 | O | | | 1687 (Tank Wagon) FF NNJ HUB | 1999 | FREIGHT LINER | FL70 | IFV6HFBA3WH903639 | 897753C | NJ |
| HOP Energy, LLC | 1688 | O | | | 1688 (Tank Wagon) FF SOUTHERN HUB | 1998 | FREIGHT LINER | FL70 | IFV6HJBA7XH980101 | 897646C | NJ |
| HOP Energy, LLC | 1689 | O | | | 1689 (Tank Wagon) FF NNJ HUB | 2000 | FREIGHT LINER | FL112 | IFVXTEDB3YHB74051 | 897647C | NJ |
| HOP Energy, LLC | 1690 | O | | | 1690 (Tank Wagon) FF CT HUB | 2000 | INTERNATIONAL | 4900 | IHTSDAANIYH299298 | 028588702 | CT |
| HOP Energy, LLC | 1691 | O | | | 1691 (Tank Wagon) FF CT HUB | 1999 | INTERNATIONAL | 4900 | IHTHCAIR2YH268753 | 028588691 | CT |
| HOP Energy, LLC | 1692 | O | | | 1692 (Tank Wagon) FF NNJ HUB | 1999 | INTERNATIONAL | F8100 | IHTHCAIR6XH688305 | 028588693 | NJ |
| HOP Energy, LLC | 1693 | O | | | 1693 (Tank Wagon) FF MA HUB | 1999 | INTERNATIONAL | F8100 | IHTHCAIR4XH688318 | 028588692 | CT |
| HOP Energy, LLC | 1694 | O | | | 1694 (Tank Wagon) FF CT HUB | 1997 | FORD | LN8000 | IFDXN80F9WVA39731 | 028587118 | CT |
| HOP Energy, LLC | 1695 | O | | | 1695 (Tank Wagon) FF CT HUB | 1999 | FREIGHT LINER | FL70 | IFV6HLBAAXXH980086 | 028587438 | CT |
| HOP Energy, LLC | 1696 | O | | | 1696 (Tank Wagon) FF CT HUB | 1997 | FREIGHT LINER | FL70 | IFV6HFFAAXVL761321 | 028587436 | CT |
| HOP Energy, LLC | 1698 | O | | | 1698 (Tank Wagon) FF SOUTHERN HUB | 1999 | INTERNATIONAL | 4900 | IHTSDAAN6YH214875 | 53772081702HE | PA |
| HOP Energy, LLC | 1699 | O | | | 1699 (Tank Wagon) FF SOUTHERN HUB | 1998 | INTERNATIONAL | 4900 | IHTSHADR6XH614811 | 526653118602HE | PA |
| HOP Energy, LLC | 1700 | O | | | 1700 (Tank Wagon) FF NNJ HUB | 1998 | INTERNATIONAL | 4900 | IHTSHADR4XH678023 | 897649C | NJ |
| HOP Energy, LLC | 1701 | O | | | 1701 (Tank Wagon) FF NNJ HUB | 1998 | KENWORTH | | 3BKMHD7XF792942 | 897629C | NJ |
| HOP Energy, LLC | 1703 | O | | | 1703 (Tank Wagon) FF SOUTHERN HUB | 1998 | INTERNATIONAL | 4900 | IHTSDAAN4WH521121 | 51404039202HE | PA |
| HOP Energy, LLC | 1704 | O | | | 1704 (Tank Wagon) FF SOUTHERN HUB | 1998 | INTERNATIONAL | 4900 | IHTSDAANIWH578652 | 897626C | NJ |
| HOP Energy, LLC | 1705 | O | | | 1705 (Tank Wagon) FF SOUTHERN HUB | 2002 | INTERNATIONAL | 4400 | IHTMKAAN7H517993 | 897652C | NJ |
| HOP Energy, LLC | 1706 | O | | | 1706 (Tank Wagon) FF SOUTHERN HUB | 2000 | INTERNATIONAL | 4900 | IHTSDAANXYH292186 | 897651C | NJ |
| HOP Energy, LLC | 1707 | O | | | 1707 (Tank Wagon) FF SOUTHERN HUB | 1999 | INTERNATIONAL | 4900 | IHTSDADN9YH293129 | 54161869302HE | PA |
| HOP Energy, LLC | 1708 | O | | | 1708 (Tank Wagon) FF SOUTHERN HUB | 2000 | INTERNATIONAL | 4900 | IHTMKAAN02H414818 | 897653C | NJ |
| HOP Energy, LLC | 1709 | O | | | 1709 (Tank Wagon) FF SOUTHERN HUB | 2002 | INTERNATIONAL | 4400 | IHTMKAAN2H516086 | 897630C | NJ |
| HOP Energy, LLC | 1710 | O | | | 1710 (Tank Wagon) FF SOUTHERN HUB | 2002 | INTERNATIONAL | 4900 | IHTSDAAN0YH269046 | 897642C | NJ |
| HOP Energy, LLC | 1711 | O | | | 1711 (Tank Wagon) FF NNJ HUB | 2000 | INTERNATIONAL | 4900 | IHTSHADR8WH578666 | 897625C | NJ |
| HOP Energy, LLC | 1712 | O | | | 1712 (Tank Wagon) FF SOUTHERN HUB | 1998 | INTERNATIONAL | 4900 | IHTSHADR1XH636571 | 897755C | NJ |
| HOP Energy, LLC | 1713 | O | | | 1713 (Tank Wagon) FF SOUTHERN HUB | 1999 | INTERNATIONAL | 8100 | IHTSHADR5YH288544 | 897628C | NJ |
| HOP Energy, LLC | 1714 | O | | | 1714 (Tank Wagon) FF SOUTHERN HUB | 2000 | INTERNATIONAL | 4900X | IHTSHADR6XH678024 | 53772172102HE | PA |
| HOP Energy, LLC | 1715 | O | | | 1715 (Tank Wagon) FF SOUTHERN HUB | 1999 | INTERNATIONAL | F8100 | IHTSHCAIR5YH688316 | 53250279302HE | PA |
| HOP Energy, LLC | 1716 | O | | | 1716 (Tank Wagon) FF SOUTHERN HUB | 1999 | STERLING | L7500 | 2FZAASAK11AJ20640 | 6086393001HE | PA |
| HOP Energy, LLC | 1717 | O | | | 1717 (Tank Wagon) FF SOUTHERN HUB | 1995 | FORD | LN 8000 | IFDXR82E2SV A50749 | 897627C | NJ |
| HOP Energy, LLC | 1718 | O | | | 1718 (Tank Wagon) FF SOUTHERN HUB | 1996 | FORD | L8000 | IFDXR82E3VVA11415 | 897659C | NJ |
| HOP Energy, LLC | 1719 | O | | | 1719 (Tank Wagon) FF NNJ HUB | 1999 | FREIGHT LINER | FL70 | IFV6HLBA5XH980089 | 60864034501HE | PA |
| HOP Energy, LLC | 1721 | O | | | 1721 (Tank Wagon) FF SOUTHERN HUB | 1999 | FORD | Taurus | IFAFP52U3WA158621 | 897435C | PA |
| HOP Energy, LLC | 1722 | O | | | 1722 (Car) NNJ HUB | 1999 | JEEP | Wrangler | 1U4FY19S0DXP453074 | to be provided post closing | NJ |
| HOP Energy, LLC | 1723 | O | | | 1723 (Misc Vehicle) FF CT HUB | 2000 | CHEVROLET | PICKUP | ICGCGK29UYE328184 | 028560370 | CT |
| HOP Energy, LLC | 1724 | O | | | 1724 (Car) Corp | 2001 | FORD | Explorer | IFMYU70E71UA63470 | 897436C | NJ |
| HOP Energy, LLC | 1725 | O | | | 1725 (Tank Wagon) Valley | 2000 | INTERNATIONAL | 4900E | IHTSDAANIYH220793 | 029359423 | CT |
| HOP Energy, LLC | 1727 | O | | | 1727 (Tank Wagon) TLC | 2000 | INTERNATIONAL | 4900E | IHTSDAAN2YH225467 | 029359425 | CT |
| HOP Energy, LLC | 1732 | O | | | 1732 (Tank Wagon) Brooklyn | 1998 | MAK | CH613 | 2M2AA12CW094205 | 944545N | NY |
| HOP Energy, LLC | 1746 | O | | | 1746 (Tank Wagon) DialDel | 2000 | INTERNATIONAL | 4900E | IHTSDAAN9YH220783 | 029359431 | CT |
| HOP Energy, LLC | 1747 | O | | | 1747 (Tank Wagon) TLC | 2000 | INTERNATIONAL | 4900E | IHTSDAAN6YH223849 | 029359429 | CT |
| HOP Energy, LLC | 1748 | O | | | 1748 (Tank Wagon) ALLENTOWN | 2000 | INTERNATIONAL | 4900E | IHTSDAAN0YH220381 | 029359422 | CT |
| HOP Energy, LLC | 1751 | O | | | 1751 (Tank Wagon) ECT | 2000 | INTERNATIONAL | 4900E | IHTSDAAN2YH220379 | 029359424 | NY |
| HOP Energy, LLC | 1752 | O | | | 1752 (Tank Wagon) FF NY HUB | 1988 | INTERNATIONAL | | IHTLDP8BN0JH559670 | to be provided post closing | CT |
| HOP Energy, LLC | 1753 | O | | | 1753 (Tank Wagon) AllExp | 2000 | INTERNATIONAL | 4900E | IHTSDAAN6YH309596 | BB508219 | MA |
| HOP Energy, LLC | 1755 | O | | | 1755 (Tank Wagon) AllExp | 2001 | FREIGHTLINER | FLT80 | IFVHBXAK1IHH68280 | BB646523 | MA |

Title Documents

Vehicles subject to certificates of title:

Name of Grantor

O - Owned
F - Financed
D - Dormant
for Sale
S - Sold

| HOP Unit # | Year | Spec - Make | Spec - Model | Unit | Description | Unit Serial Number | Title # | State where title is issued |
|-----------------|------|-------------|-----------------------------------|---------------|----------------------|--------------------|-----------------------------|-----------------------------|
| HOP Energy, LLC | 1756 | O | 1756 (Tank Wagon) AllExp | Freightliner | FLT80 | IFVHBAK01HH86266 | BB642342 | MA |
| HOP Energy, LLC | 1771 | O | 1771 (Van) AllExp | Chevrolet | G3500 EXPRESS EXTDED | ICCHG39U15111793 | to be provided post closing | MA |
| HOP Energy, LLC | 1801 | O | 1801 (Van) ALLENTOWN | Chevrolet | EXPRESS REG CARGO | ICCHG35U251248733 | to be provided post closing | PA |
| HOP Energy, LLC | 1851 | O | 1851 (Tank Wagon) ECT | INTERNATIONAL | 4400 | IHTMKAAN42H533777 | to be provided post closing | CT |
| HOP Energy, LLC | 1852 | O | 1852 (Tank Wagon) Brooklyn | INTERNATIONAL | 4400 | IHTMKAAN82H533779 | to be provided post closing | NY |
| HOP Energy, LLC | 1853 | O | 1853 (Tank Wagon) TLC | INTERNATIONAL | 4400 | IHTMKAAN42H533780 | to be provided post closing | CT |
| HOP Energy, LLC | 1854 | O | 1854 (Tank Wagon) TLC | INTERNATIONAL | 4400 | IHTMKAAN82H533782 | to be provided post closing | CT |
| HOP Energy, LLC | 1855 | O | 1855 (Tank Wagon) AllExp | INTERNATIONAL | 4900 | IHTSDAAN81H309783 | to be provided post closing | MA |
| HOP Energy, LLC | 1856 | O | 1856 (Tank Wagon) TLC | INTERNATIONAL | 4900 | IHTSDAAN31H309786 | to be provided post closing | CT |
| HOP Energy, LLC | 1857 | O | 1857 (Tank Wagon) DialDel | INTERNATIONAL | 4900 | IHTSDAAN7YH223858 | to be provided post closing | PA |
| HOP Energy, LLC | 1858 | O | 1858 (Tank Wagon) AllExp | INTERNATIONAL | 8100 | IHTHCAAT91H367656 | to be provided post closing | MA |
| HOP Energy, LLC | 1859 | O | 1859 (Tank Wagon) AllExp | INTERNATIONAL | 4900 | IHTSDAAN61H383221 | to be provided post closing | MA |
| HOP Energy, LLC | 1860 | O | 1860 (Tank Wagon) TLC | INTERNATIONAL | 4900 | IHTSDAAN11H383224 | to be provided post closing | CT |
| HOP Energy, LLC | 1861 | O | 1861 (Tank Wagon) AllExp | INTERNATIONAL | 4900 | IHTSDAAN51H383226 | to be provided post closing | MA |
| HOP Energy, LLC | 1862 | O | 1862 (Tank Wagon) ECT | INTERNATIONAL | 4900 | IHTSDAAN11H383224 | to be provided post closing | CT |
| HOP Energy, LLC | 1863 | O | 1863 (Tank Wagon) DialDel | INTERNATIONAL | 8100 | IHTHCAAT91H367656 | to be provided post closing | PA |
| HOP Energy, LLC | 1864 | O | 1864 (Tank Wagon) ECT | INTERNATIONAL | 4900 | IHTSDAAN51H383226 | to be provided post closing | CT |
| HOP Energy, LLC | 1865 | O | 1865 (Tank Wagon) AllExp | INTERNATIONAL | 4900 | IHTSDAAN5XH659722 | to be provided post closing | CT |
| HOP Energy, LLC | 1866 | O | 1866 (Tank Wagon) Corp | INTERNATIONAL | 4900 | IHTSHAAAR0XH675270 | to be provided post closing | NOT TITLED |
| HOP Energy, LLC | 1867 | O | 1867 (Tank Wagon) AllExp | INTERNATIONAL | 4900 | IHTSHAAAR2XH675271 | to be provided post closing | MA |
| HOP Energy, LLC | 1868 | O | 1868 (Tank Wagon) DialDel | INTERNATIONAL | 4900 | IHTSHAAAR4XH675272 | to be provided post closing | NOT TITLED |
| HOP Energy, LLC | 1869 | O | 1869 (Tank Wagon) FF SOUTHERN HUB | INTERNATIONAL | 4900 | IHTSDAAN31H391230 | to be provided post closing | PA |
| HOP Energy, LLC | 1870 | O | 1870 (Tank Wagon) FF MA HUB | INTERNATIONAL | 4900 | IHTSDAAN21H356145 | to be provided post closing | NJ |
| HOP Energy, LLC | 1871 | O | 1871 (Tank Wagon) TLC | INTERNATIONAL | 4300 | IHTMMAAN2H558138 | to be provided post closing | NJ |
| HOP Energy, LLC | 1872 | O | 1872 (Tank Wagon) AllExp | INTERNATIONAL | 4300 | IHTMMAAN02H525136 | to be provided post closing | MA |
| HOP Energy, LLC | 1873 | O | 1873 (Tank Wagon) DialDel | INTERNATIONAL | 4300 | IHTMMAAN4H558139 | to be provided post closing | MA |
| HOP Energy, LLC | 1874 | O | 1874 (Tank Wagon) ALLENTOWN | INTERNATIONAL | 4300 | IHTMMAAN2H558139 | to be provided post closing | PA |
| HOP Energy, LLC | 1875 | O | 1875 (Tank Wagon) Corp | INTERNATIONAL | 4300 | IHTMMAAN4H558139 | to be provided post closing | PA |
| HOP Energy, LLC | 1876 | O | 1876 (Tank Wagon) Corp | INTERNATIONAL | 4300 | IHTMMAAN2H558138 | to be provided post closing | PA |
| HOP Energy, LLC | 1877 | O | 1877 (Tank Wagon) Corp | INTERNATIONAL | 4300 | IHTMMAAN4H558139 | to be provided post closing | NOT TITLED |
| HOP Energy, LLC | 1878 | O | 1878 (Tank Wagon) Corp | INTERNATIONAL | 8100 | IHTHCAAT91H367656 | to be provided post closing | NOT TITLED |
| HOP Energy, LLC | 1879 | O | 1879 (Tank Wagon) TLC | INTERNATIONAL | 4400 | IHTSHADRXX1H334011 | to be provided post closing | NOT TITLED |
| HOP Energy, LLC | 1880 | O | 1880 (Tank Wagon) ECT | INTERNATIONAL | 4400 | IHTMSAAR65J039226 | to be provided post closing | NOT TITLED |
| HOP Energy, LLC | 1881 | O | 1881 (Tank Wagon) Brooklyn | Freightliner | FL-70 | IFV6HLBA3YHG89577 | to be provided post closing | CT |
| HOP Energy, LLC | 1882 | O | 1882 (Tank Wagon) Valley | INTERNATIONAL | 4300 | IHTMMAAN92H525135 | to be provided post closing | CT |
| HOP Energy, LLC | 1883 | O | 1883 (Tank Wagon) Corp | INTERNATIONAL | 4900 | IHTMKAAN4H570412 | to be provided post closing | NY |
| HOP Energy, LLC | 1884 | O | 1884 (Tank Wagon) ALLENTOWN | INTERNATIONAL | 4900 | IHTSDAAN6YH287499 | to be provided post closing | CT |
| HOP Energy, LLC | 1885 | O | 1885 (Tank Wagon) DialDel | INTERNATIONAL | 4900 | 3NKMHD7X3VF739424 | to be provided post closing | PA |
| HOP Energy, LLC | 1886 | O | 1886 (Car) Corp | ACURA | TL | IHTSDAAN9YH287500 | to be provided post closing | PA |
| HOP Energy, LLC | 1887 | O | 1887 (Car) Corp | ACURA | TL | 19UUA66Z26A000161 | to be provided post closing | PA |

Note A: the Company financed approximately 47 vehicles with Ford Motor Credit in 2002. The last payment for all 47 vans was caught up in the bankruptcy filing. As part of the Company's First Modification to First Amended Joint Plan of Reorganization, upon emergence the Company will pay \$10,907.75 to Ford as payment in full and receive the titles to the vehicles being financed by Ford

Dormant vehicles owned by the company, currently for sale

| HOP Unit # | Year | Spec - Make | Spec - Model | Unit | Description | Unit Serial Number | Title # | State where title is issued |
|-----------------|------|-------------|--------------------------------|------|-------------|--------------------|-----------------------------|-----------------------------|
| HOP Energy, LLC | 0001 | D | 0001 (Van Marked for sale) | Ford | FORD | IFTJIS34L7VHA57664 | 023485682 | CT |
| HOP Energy, LLC | 0008 | D | 0008 (Van Marked for Disp) ECT | Ford | FORD | IFTJIS34L4VHA37671 | to be provided post closing | CT |

Title Documents

Vehicles subject to certificates of title:

| Name of Grantor | HOP Unit # | for Sale | Description | Year | Spec - Make | Spec - Model | Unit Serial Number | Title # | State where title is issued |
|-----------------|------------|----------|--------------------------------------|------|---------------|---------------|----------------------------|-----------------------------|-----------------------------|
| HOP Energy, LLC | 0009 | D | 0009 (Van Marked for Disp) Valley | 1997 | FORD | E350 | IFTJUS34L6VHA57672 | 023397024 | CT |
| HOP Energy, LLC | 0010 | D | 0010 (Van) AllExp | 1997 | FORD | E-350 | IFTJUS34L8VHA57673 | AP932138 | MA |
| HOP Energy, LLC | 0012 | D | 0012 (Van Marked for Disp) ECT | 1997 | FORD | E350 | IFTJUS34L1VHA57675 | 023397023 | CT |
| HOP Energy, LLC | 0014 | D | 0014 (Van Marked for Disp) ECT | 1997 | FORD | E350 | IFTJUS34L3VHA57676 | 023385550 | CT |
| HOP Energy, LLC | 0017 | D | 0017 (Van Marked for Disp) AllExp | 1997 | FORD | E350 | IFTJUS34L5VHA57680 | AQ025376 | MA |
| HOP Energy, LLC | 0018 | D | 0018 (Van Marked for Disp) Valley | 1997 | FORD | 330 | IFTJUS34L3VHA57676 | 023385549 | CT |
| HOP Energy, LLC | 0019 | D | 0019 (Van) Corp | 1997 | FORD | E350 | not available at this time | to be provided post closing | CT |
| HOP Energy, LLC | 0020 | D | 0020 (Van Marked for Disp) ECT | 1997 | FORD | E350 | not available at this time | to be provided post closing | CT |
| HOP Energy, LLC | 0066 | D | 0066 (Van) DiaDel | 1995 | CHEVROLET | G30 | IGCFG35K4SF234076 | to be provided post closing | PA |
| HOP Energy, LLC | 0091 | D | 0091 (Tank Wagon) ALLENTOWN | 1986 | MACK | MIDLINER | VG6M112BXGB064589 | 47699024402HE | PA |
| HOP Energy, LLC | 0101 | D | 0101 (Van) Corp | 1995 | CHEV | G30 | IGCGG35M7G4163166 | to be provided post closing | NJ |
| HOP Energy, LLC | 0117 | D | 0117 (Van) Corp | 1986 | CHEV | G30 | 2CGCG35M7G4163166 | to be provided post closing | PA |
| HOP Energy, LLC | 0149 | D | 0149 (T/W Marked for Disp) Corp | 1983 | FORD | L8000 | IFYR80U8DVA39868 | to be provided post closing | MA |
| HOP Energy, LLC | 0150 | D | 0150 (T/W Marked for Disp) Oexp_Cap | 1985 | FORD | L8000 | IFDXR80U5FV A07636 | to be provided post closing | MA |
| HOP Energy, LLC | 0152 | D | 0152 (Tank Wagon) ECT | 1986 | FORD | L8000 | IFDXR80U7GV A52563 | to be provided post closing | MA |
| HOP Energy, LLC | 0153 | D | 0153 (Tank Wagon) ECT | 1987 | FORD | L8000 | IFDXR80U5HVA53227 | 022904817 | CT |
| HOP Energy, LLC | 0154 | D | 0154 (Tank Wagon) ECT | 1989 | FORD | L8000 | IFDXR82AGKV A52507 | 022904821 | CT |
| HOP Energy, LLC | 0169 | D | 0169 (T/W Marked for Disp) ECT | 1990 | INTL | 4900 | IHTSDT VNXLH226302 | 022906529 | CT |
| HOP Energy, LLC | 0174 | D | 0174 (Tank Wagon) Valley | 1987 | INTL | S1954 | IHTLDT VNH8H531535 | 024791041 | CT |
| HOP Energy, LLC | 0180 | D | 0180 (Misc Vehicle) ECT | 1987 | GMC | Pickup | IGTGR24K6HF716602 | to be provided post closing | CT |
| HOP Energy, LLC | 0197 | D | 0197 (Van Marked for Disp) ECT | 1995 | FORD | E250 | IFTHE24H5SHCO4264 | to be provided post closing | CT |
| HOP Energy, LLC | 0215 | D | 0215 (Tank Wagon) FF SOUTHERN HUB | 1992 | NAVISTAR | 4900 | IHTSDNUN9NH407116 | to be provided post closing | CT |
| HOP Energy, LLC | 0216 | D | 0216 (T/W Marked for Disp) AllExp | 1987 | VOLVO | N1228 | YV5N2A8DXHU801500 | to be provided post closing | MA |
| HOP Energy, LLC | 0233 | D | 0233 (T/W Marked for Disp) FF NY HUB | 1995 | FORD | F-800 | IFDXF7087SV A38032 | to be provided post closing | NY |
| HOP Energy, LLC | 0262 | D | 0262 (T/W Marked for Disp) FF NY HUB | 1995 | FORD | F-800 | IFDXF70853V A38031 | to be provided post closing | NY |
| HOP Energy, LLC | 0323 | D | 0323 (Tank Wagon) Corp | 1989 | FORD | LN8000 | IFDXR82AOKV A06097 | AP222621 | CT |
| HOP Energy, LLC | 0326 | D | 0326 (T/W Marked for Disp) AllExp | 1990 | FORD | C8000 | IFDYD80U1LVA07826 | to be provided post closing | MA |
| HOP Energy, LLC | 0327 | D | 0327 (T/W Marked for Disp) Oexp-Wst | 1988 | INTL | S1900 | IHTLDT V3JH625294 | to be provided post closing | MA |
| HOP Energy, LLC | 0379 | D | 0379 (Misc Vehicle) TLC | 1995 | CHEV | Van - G30 | IGCHG35K6SF231633 | 023638758 | CT |
| HOP Energy, LLC | 0397 | D | 0397 (T/W Marked for Disp) TLC | 1988 | INTL | S1900 | IHTLDT V2JH534985 | 023639589 | CT |
| HOP Energy, LLC | 0414 | D | 0414 (T/W Marked for Disp) AllExp | 1979 | MACK | 8000 | MC68551081 | to be provided post closing | MA |
| HOP Energy, LLC | 0425 | D | 0425 (T/W Marked for Disp) DiaDel | 1988 | FORD | 8000 | IFDYD80U9LVA01143 | to be provided post closing | PA |
| HOP Energy, LLC | 0426 | D | 0426 (Tank Wagon) DiaDel | 1990 | FORD | A | 42539333202HE | to be provided post closing | PA |
| HOP Energy, LLC | 0434 | D | 0434 (Tank Wagon) DiaDel | 1985 | WHITE | E250 | 1WXDCBBDIFN102440 | 37328019303HE | PA |
| HOP Energy, LLC | 0442 | D | 0442 (Van Marked for Disp) ECT | 1996 | FORD | 8000 | IFTFE24YXTHA81618 | to be provided post closing | CT |
| HOP Energy, LLC | 0452 | D | 0452 (Tank Wagon) Corp | 1986 | FORD | E250 | IFDYD80UGV A41699 | to be provided post closing | PA |
| HOP Energy, LLC | 0463 | D | 0463 (Van Marked for Disp) ECT | 1995 | FORD | E250 | IFTFE24Y4SHA27357 | to be provided post closing | CT |
| HOP Energy, LLC | 0504 | D | 0504 (Tank Wagon) Corp | 1985 | INTL | S1900 | IHTLDT V5FH443787 | to be provided post closing | CT |
| HOP Energy, LLC | 0511 | D | 0511 (Tank Wagon) ECT | 1987 | FORD | LS9000 | IFDY90LXHV A62916 | to be provided post closing | CT |
| HOP Energy, LLC | 0512 | D | 0512 (Tank Wagon) ECT | 1987 | FORD | LS9000 PUSHER | IFDY90L5KVA25361 | 023666337 | CT |
| HOP Energy, LLC | 0513 | D | 0513 (Tank Wagon) ECT | 1987 | FORD | LS9000 | IFDY90L8NVA37606 | 023666342 | CT |
| HOP Energy, LLC | 0516 | D | 0516 (Tank Wagon) ECT | 1992 | FORD | LS9000 | IFDY90L8KVA55843 | 023666341 | CT |
| HOP Energy, LLC | 0548 | D | 0548 (Misc Vehicle) ECT | 1983 | GMC | RACK TRK | IGPHC34JGDV531206 | to be provided post closing | CT |
| HOP Energy, LLC | 0552 | D | 0552 (Misc Unit >26000 #s) TLC | 1987 | INTERNATIONAL | T/W S1900 | IHTLDUXN0HHA10976 | to be provided post closing | CT |
| HOP Energy, LLC | 0594 | D | 0594 (Tank Wagon) ECT | 1989 | INTERNATIONAL | S1954 | IHTDVTN2KHG626096 | 024177589 | CT |
| HOP Energy, LLC | 0597 | D | 0597 (T/W Marked for Disp) ECT | 1987 | INTL | S1900 | IHTLDVN6HHA10879 | 024273134 | CT |
| HOP Energy, LLC | 0632 | D | 0632 (T/W Marked for Disp) TLC | 1984 | INTL | S1900 | IHTLDT V4EHA37381 | 023929891 | CT |

Title Documents

Vehicles subject to certificates of title:

Name of Grantor

O - Owned
F - Financed
D - Dormant
for Sale
S - Sold

| HOP Unit # | Name of Grantor | Unit | Year | Spec - Make | Spec - Model | Unit Serial Number | Title # | State where title is issued |
|------------|-----------------|--------------------------------------|------|---------------|--------------|--------------------|-----------------------------|-----------------------------|
| 0635 | HOP Energy, LLC | 0635 (Tank Wagon) TLC | 1988 | VOLVO | FE-6-15 | YB3U6A3A4JB415542 | 023927763 | CT |
| 0636 | HOP Energy, LLC | 0636 (Tank Wagon) TLC | 1987 | INTERNATIONAL | S1900 | IHLTDUN9HHA19253 | 023929892 | CT |
| 0656 | HOP Energy, LLC | 0656 (T/W Marked for Disp) TLC | 1979 | WHITE | RX-2 | 3QRFAST036645 | to be provided post closing | CT |
| 0673 | HOP Energy, LLC | 0673 (T/W Marked for Disp) TLC | 1980 | WHITE | RX-2 | 3QRFAST046830 | to be provided post closing | CT |
| 0674 | HOP Energy, LLC | 0674 (T/W Marked for Disp) TLC | 1982 | WHITE | RX-2 | 1WXDAHAC6CND056189 | 023930386 | CT |
| 0675 | HOP Energy, LLC | 0675 (T/W Marked for Disp) TLC | 1983 | WHITE | RX-2 | 1WXDAHAC2DN056189 | 023928858 | CT |
| 0680 | HOP Energy, LLC | 0680 (T/W Marked for Disp) TLC | 1988 | GMC | BRGDR | IGDM8C1Y3JU602781 | 0239230716 | CT |
| 0706 | HOP Energy, LLC | 0706 (Misc Vehicle) TLC | 1992 | CHEVROLET | Van - G2500 | 2GCGG35K1N4146181 | 023928670 | CT |
| 0721 | HOP Energy, LLC | 0721 (Van) TLC | 1994 | FORD | E-350 | 1FTJE34H7RH92121 | 023928648 | CT |
| 0724 | HOP Energy, LLC | 0724 (Van Marked for Disp) TLC | 1994 | FORD | E-350 | 1FTJE34H7RH92121 | 023928653 | CT |
| 0725 | HOP Energy, LLC | 0725 (Van) TLC | 1995 | FORD | E-350 | 1FTJE34H7RH92121 | 023928672 | CT |
| 0734 | HOP Energy, LLC | 0734 (Van) TLC | 1996 | FORD | E-350 | 1FTJE34H7THB36204 | 023928672 | CT |
| 0743 | HOP Energy, LLC | 0743 (Van) FF NNJ HUB | 1993 | FORD | E-350 | 1FTJE34H3SHB94146 | 023928653 | CT |
| 0746 | HOP Energy, LLC | 0746 (Misc Vehicle) TLC | 1994 | DODGE | Van - B-150 | 1FTJE34H3PHB50252 | 023928651 | NJ |
| 0773 | HOP Energy, LLC | 0773 (Misc Vehicle) BkSw | 1987 | CHEV | Pickup | 2B7GB11XORK156688 | to be provided post closing | CT |
| 0822 | HOP Energy, LLC | 0822 (Van Marked for Disp) ALLENTOWN | 1992 | GMC | 3500 | IGBGR24K9HS140239 | to be provided post closing | PA |
| 0825 | HOP Energy, LLC | 0825 (Van Marked for Disp) BkSw | 1995 | GMC | 3500 | IGTGG35K8N7510276 | 44856253002HE | PA |
| 0828 | HOP Energy, LLC | 0828 (Misc Vehicle) BkSw | 1994 | GMC | 3500 | IGTGG35Y2SF526348 | 48297175102HE | PA |
| 0829 | HOP Energy, LLC | 0829 (Van Marked for Disp) BkSw | 1994 | GMC | 3500 | IGTGG35K7RF524231 | 47305203302HE | PA |
| 0836 | HOP Energy, LLC | 0836 (Van Marked for Disp) ALLENTOWN | 1994 | CHEV | 3500 | IGTGG35K6GF557890 | 46865642402HE | PA |
| 0845 | HOP Energy, LLC | 0845 (Misc Vehicle) BkSw | 1995 | GMC | Pickup | 1GTGG35KORF511529 | 49304682602HE | PA |
| 0856 | HOP Energy, LLC | 0856 (Tank Wagon) BkSw | 1995 | FORD | L8000 | LGTEK14Z1S2538971 | 47796573102HE | PA |
| 0871 | HOP Energy, LLC | 0871 (Tractor) ALLENTOWN | 1979 | POLAR | TANKER | IFDYR82E01SVA13283 | to be provided post closing | PA |
| 0873 | HOP Energy, LLC | 0873 (Tractor) BkSw | 1987 | FRTL | | 4201 | 38901388802HE | PA |
| 0898 | HOP Energy, LLC | 0898 (Tank Wagon) Corp | 1995 | FORD | CF8000 | IFDYH81ES5VA66761 | to be provided post closing | PA |
| 0955 | HOP Energy, LLC | 0955 (Van Marked for Disp) DiaDel | 1999 | CHEV | G3500X | IGCHG39R6X1030996 | to be provided post closing | PA |
| 0963 | HOP Energy, LLC | 0963 (Van Marked for Disp) DiaDel | 1999 | CHEV | G3500 | IGCHG35R5X1032423 | to be provided post closing | PA |
| 0964 | HOP Energy, LLC | 0964 (Van Marked for Disp) ECT | 1999 | CHEV | G3500 | IGCHG35R0X1032216 | to be provided post closing | CT |
| 0966 | HOP Energy, LLC | 0966 (Van) Corp | 1999 | CHEV | G3500 | IGCHG35RXX1032823 | to be provided post closing | CT |
| 0967 | HOP Energy, LLC | 0967 (Van Marked for Disp) ECT | 1999 | CHEV | G3500 | IGCHG35R2X1038812 | to be provided post closing | CT |
| 0970 | HOP Energy, LLC | 0970 (Van Marked for Disp) ECT | 1999 | CHEV | G3500 | IGCHG35R3X1038592 | to be provided post closing | CT |
| 0971 | HOP Energy, LLC | 0971 (Van Marked for Disp) ECT | 1999 | CHEV | G3500 | IGCHG35R3X1038592 | to be provided post closing | CT |
| 0976 | HOP Energy, LLC | 0976 (Van Marked for Disp) ECT | 1999 | CHEV | G3500 | IGCHG35R0X1031857 | to be provided post closing | CT |
| 0977 | HOP Energy, LLC | 0977 (Van Marked for Disp) ECT | 1999 | CHEV | G3500 | IGCHG35R0X1032720 | to be provided post closing | CT |
| 0981 | HOP Energy, LLC | 0981 (Van) Corp | 1999 | CHEV | G3500X | IGCHG39R5X1030617 | to be provided post closing | CT |
| 0984 | HOP Energy, LLC | 0984 (Van Marked for Disp) TLC | 1999 | CHEV | G3500 | IGCHG35R9X1030500 | to be provided post closing | CT |
| 0985 | HOP Energy, LLC | 0985 (Van) TLC | 1999 | CHEV | G3500 | IGCHG35R3X1030511 | to be provided post closing | CT |
| 0987 | HOP Energy, LLC | 0987 (Van) TLC | 1999 | CHEV | G3500 | IGCHG35R6X1031944 | to be provided post closing | CT |
| 0990 | HOP Energy, LLC | 0990 (Misc Vehicle) TLC | 1999 | CHEVROLET | Van - G3500 | IGCHG35RXX1031381 | to be provided post closing | MA |
| 0993 | HOP Energy, LLC | 0993 (Van Marked for Disp) AllExp | 1999 | CHEVROLET | G3500 | IGCHG35R3X1036938 | to be provided post closing | MA |
| 0998 | HOP Energy, LLC | 0998 (Van) AllExp | 1999 | CHEVROLET | G3500 | IGCHG35R1X1033889 | to be provided post closing | MA |
| 1011 | HOP Energy, LLC | 1011 (Van Marked for Disp) BkSw | 1995 | DODGE | 3500 | 2B7KB31Z7SK57217 | 48591224902HE | PA |
| 1015 | HOP Energy, LLC | 1015 (Van Marked for Disp) BkSw | 1997 | FORD | 350 | 1FTJE34L0VHB53823 | to be provided post closing | PA |
| 1018 | HOP Energy, LLC | 1018 (Car) FF MA HUB | 1993 | MERC | SABLE | IMELM50V3PA646735 | to be provided post closing | PA |
| 1020 | HOP Energy, LLC | 1020 (Car) BkSw | 1995 | MERC | SABLE | IMELM50U3SAC45612 | to be provided post closing | PA |
| 1027 | HOP Energy, LLC | 1027 (T/W Marked for Disp) BkSw | 1981 | INTL | 1950 | 2HTD10458BCA24746 | to be provided post closing | PA |
| 1029 | HOP Energy, LLC | 1029 (Tank Wagon) ALLENTOWN | 1989 | VOLVO | FE615 | YB3U6A3A2KB427870 | 41198271002HE | PA |

TRADEMARK

REEL: 003395 FRAME: 0429

Title Documents

Vehicles subject to certificates of title:

Name of Grantor

O - Owned
F - Financed
D - Dormant
for Sale
S - Sold

| HOP Unit # | Name of Grantor | Year | Spec - Make | Description | Spec - Model | Unit Serial Number | Title # | State where title is issued |
|------------|-----------------|------|---------------|-----------------------------------|--------------|---------------------|-----------------------------|-----------------------------|
| 1045 | HOP Energy, LLC | 1990 | GMC | 1045 (Car) BKS | SAFARI | IGTCM152ZLBS32504 | | PA |
| 1047 | HOP Energy, LLC | 1984 | WHITE | 1047 (T/W Marked for Disp) AllExp | | IWXDCHMD7EN059606 | to be provided post closing | MA |
| 1050 | HOP Energy, LLC | 1986 | MACK | 1050 (Tank Wagon) AllExp | | IM2K130COGM002136 | AS834704 | MA |
| 1051 | HOP Energy, LLC | 1986 | FORD | 1051 (T/W Marked for Disp) Terry | | IFDXR80J0GYA27486 | to be provided post closing | MA |
| 1053 | HOP Energy, LLC | 1989 | FORD | 1053 (T/W Marked for Disp) AllExp | | IFDYD8OUOKVA19903 | to be provided post closing | MA |
| 1060 | HOP Energy, LLC | 1984 | WHITE | 1060 (T/W Marked for Disp) AllExp | | IWXDCHMD2EN059609 | to be provided post closing | MA |
| 1064 | HOP Energy, LLC | 1984 | WHITE | 1064 (T/W Marked for Disp) AllExp | | IWXDCHMD2EN059612 | to be provided post closing | MA |
| 1066 | HOP Energy, LLC | 1990 | FORD | 1066 (T/W Marked for Disp) Corp | | IFDZH80UJLV A07814 | AS836768 | MA |
| 1071 | HOP Energy, LLC | 1985 | WHITE | 1071 (Tank Wagon) AllExp | | IWXDCHMD8FN070082 | AS834384 | MA |
| 1072 | HOP Energy, LLC | 1989 | FORD | 1072 (T/W Marked for Disp) AllExp | | IFDZWW90TOKVA58633 | AT240594 | MA |
| 1073 | HOP Energy, LLC | 1990 | INTL | 1073 (Tank Wagon) Corp | | IHTSDTVN9LH229420 | AS835965 | MA |
| 1074 | HOP Energy, LLC | 1990 | INTERNATIONAL | 1074 (Tank Wagon) AllExp | | IHTSDTVN4LH229423 | AS834831 | MA |
| 1075 | HOP Energy, LLC | 1990 | INTL | 1075 (Tank Wagon) Corp | | IHTSDTVN7LH228864 | AS834064 | MA |
| 1077 | HOP Energy, LLC | 1990 | FORD | 1077 (Tank Wagon) AllExp | | IFDZWW90S6LVA37925 | AS835320 | MA |
| 1078 | HOP Energy, LLC | 1990 | FORD | 1078 (Tank Wagon) AllExp | | IFDZWW90S8LVA37926 | AS837002 | MA |
| 1081 | HOP Energy, LLC | 1989 | GMC | 1081 (Tank Wagon) AllExp | | 4V2SCBCFKU504456 | AS832844 | MA |
| 1083 | HOP Energy, LLC | 1989 | MACK | 1083 (T/W Marked for Disp) Corp | | IM2AY38COKMOO1685 | AS831835 | CT |
| 1085 | HOP Energy, LLC | 1992 | FORD | 1085 (T/W Marked for Disp) AllExp | | IFDXH81AXNV A22560 | AS837275 | MA |
| 1087 | HOP Energy, LLC | 1985 | WHITE | 1087 (Tank Wagon) Corp | | IWXDCHMDXFN070083 | to be provided post closing | MA |
| 1098 | HOP Energy, LLC | 1998 | CHEV | 1098 (Van Marked for Disp) AllExp | G3500 | IGCHG35R9W1048865 | AT050145 | MA |
| 1100 | HOP Energy, LLC | 1999 | CHEV | 1100 (Van Marked for Disp) AllExp | G3500 | IGCHG35R8X1031010 | AT157421 | MA |
| 1102 | HOP Energy, LLC | 1998 | CHEVROLET | 1102 (Van) AllExp | 3500 | IGCHG35R3X1031545 | AT170203 | MA |
| 1103 | HOP Energy, LLC | 1999 | CHEV | 1103 (Van Marked for Disp) AllExp | G3500 | IGCHG35R7X1032018 | AT154095 | MA |
| 1121 | HOP Energy, LLC | 1995 | CHEV | 1121 (Van Marked for Disp) AllExp | | IGCEG25H7SF127274 | AS831946 | MA |
| 1123 | HOP Energy, LLC | 1995 | CHEV | 1123 (Van Marked for Disp) AllExp | | IGCGG35K5SF144178 | AS835077 | MA |
| 1125 | HOP Energy, LLC | 1995 | CHEV | 1125 (Van Marked for Disp) AllExp | | IGCGG35K8SF146426 | AS831626 | MA |
| 1126 | HOP Energy, LLC | 1995 | CHEV | 1126 (Van Marked for Disp) AllExp | 30 | IGCGG35K9SF146161 | AS835582 | MA |
| 1127 | HOP Energy, LLC | 1995 | CHEV | 1127 (Van Marked for Disp) AllExp | | IGCHG35K5SF211494 | AS835143 | MA |
| 1129 | HOP Energy, LLC | 1995 | CHEV | 1129 (Van Marked for Disp) AllExp | | IGCHG35K5SF210037 | AS833026 | MA |
| 1130 | HOP Energy, LLC | 1995 | CHEV | 1130 (Van Marked for Disp) AllExp | 30 | IGCHG35K7SF223470 | AS831661 | MA |
| 1131 | HOP Energy, LLC | 1995 | CHEV | 1131 (Van Marked for Disp) AllExp | | IGCHG35K8SF199990 | AS834953 | MA |
| 1138 | HOP Energy, LLC | 1996 | CHEV | 1138 (Van Marked for Disp) AllExp | | IGCGG35K8TF117235 | AS833440 | MA |
| 1140 | HOP Energy, LLC | 1996 | CHEV | 1140 (Van Marked for Disp) AllExp | | IGCGG35K2TF117781 | AS835581 | MA |
| 1141 | HOP Energy, LLC | 1997 | CHEV | 1141 (Van Marked for Disp) AllExp | | IGCHG35R7V1069129 | AS836770 | MA |
| 1142 | HOP Energy, LLC | 1997 | CHEVROLET | 1142 (Van) AllExp | 3500 | IGCHG35R2V1066722 | AS834457 | MA |
| 1143 | HOP Energy, LLC | 1997 | CHEVROLET | 1143 (Van) AllExp | 3500 | IGCHG35R4V1033253 | to be provided post closing | MA |
| 1160 | HOP Energy, LLC | 1987 | VOLVO | 1160 (T/W Marked for Disp) Valley | FE-715 | YB3U7A6A8FB405406 | to be provided post closing | MA |
| 1181 | HOP Energy, LLC | 1995 | GMC | 1181 (Van Marked for Disp) Terry | VDR 3500 | IGTHG35Y4SF555662 | to be provided post closing | MA |
| 1184 | HOP Energy, LLC | 1997 | GMC | 1184 (Van) Terry | SAVANA G3500 | IGTHG35F6V1056930 | AT172592 | MA |
| 1185 | HOP Energy, LLC | 1997 | GMC | 1185 (Van) Terry | SAVANA G3500 | IGTHG35F8V1059078 | AT172132 | MA |
| 1192 | HOP Energy, LLC | 2000 | CHEV | 1192 (Van) Oexp_Cap | G3500X | IGCHG39R9Y1135680 | to be provided post closing | MA |
| 1203 | HOP Energy, LLC | 2000 | CHEV | 1203 (Van) TLC | G3500 | IGCHG35R8Y1136390 | to be provided post closing | CT |
| 1238 | HOP Energy, LLC | 1995 | FORD | 1238 (Van Marked for Disp) AllExp | E 250 | IFTFE24Y7SHB85983 | AU048153 | MA |
| 1239 | HOP Energy, LLC | 1999 | FORD | 1239 (Van) AllExp | E 250 | IFTFE2424XLTB7209 | to be provided post closing | MA |
| 1250 | HOP Energy, LLC | 2000 | VW | 1250 (Car) Metro | PASSAT | IFVWMD23B1YP265773 | to be provided post closing | MA |
| 1254 | HOP Energy, LLC | 1993 | FORD | 1254 (Tank Wagon) ECT | LN9000 | IFDYW90TU0PV A03909 | to be provided post closing | CT |
| 1273 | HOP Energy, LLC | 1987 | FORD | 1273 (T/W Marked for Disp) Metro | L9000 | IFDYS90L1HV A14950 | V044956 | CT |

Vehicles subject to certificates of title:

| Name of Grantor | HOP Unit # | O - Owned F - Financed D - Dormant S - Sold | Unit | Description | Year | Spec - Make | Spec - Model | Unit Serial Number | Title # | State where title is issued |
|-----------------|------------|--|---------------------------------------|-------------|---------------|----------------|----------------------------|-----------------------------|---------|-----------------------------|
| | | | | | | | | | | |
| HOP Energy, LLC | 1276 | D | 1276 (T/W Marked for Disp) Metro | 1987 | MACK | R | 2M2P138CXHC015049 | V044959 | | NJ |
| HOP Energy, LLC | 1301 | D | 1301 (Van Marked for Disp) Metro | 1994 | FORD | E350 | IFTJE34M4RHFB08188 | to be provided post closing | | NJ |
| HOP Energy, LLC | 1302 | D | 1302 (Van Marked for Disp) Metro | 1994 | FORD | E350 | IFTJE34M2RHFB69942 | to be provided post closing | | NJ |
| HOP Energy, LLC | 1304 | D | 1304 (Van Marked for Disp) Metro | 1994 | FORD | E350 | IFTJE34M3RHFB70422 | to be provided post closing | | NJ |
| HOP Energy, LLC | 1305 | D | 1305 (Van Marked for Disp) Metro | 1994 | FORD | E350 | IFTJE34M0RHFB69941 | to be provided post closing | | NJ |
| HOP Energy, LLC | 1306 | D | 1306 (Van Marked for Disp) Metro | 1994 | FORD | E350 | IFTJE34M1RHFB70421 | to be provided post closing | | NJ |
| HOP Energy, LLC | 1308 | D | 1308 (Van Marked for Disp) Metro | 1996 | GMC | 3500 | IGTHG35YXTF500425 | to be provided post closing | | NJ |
| HOP Energy, LLC | 1313 | D | 1313 (Van Marked for Disp) Metro | 1995 | FORD | E 250 | IFTHE24FHSHB76695 | to be provided post closing | | NJ |
| HOP Energy, LLC | 1314 | D | 1314 (Van Marked for Disp) Metro | 1999 | GMC | 3500 | IGTHG35F8X1037234 | to be provided post closing | | NJ |
| HOP Energy, LLC | 1316 | D | 1316 (Van Marked for Disp) Metro | 1999 | GMC | 3500 | IGTHG35FIX1128037 | to be provided post closing | | NJ |
| HOP Energy, LLC | 1323 | D | 1323 (Car) FF SOUTHERN HUB | 1999 | VW | PASSAT | 189784 | to be provided post closing | | MA |
| HOP Energy, LLC | 1352 | D | 1352 (Van Marked for Disp) Oexp_Cap | 2002 | FORD | E-350 | IFTSS34L92HA14038 | to be provided post closing | | MA |
| HOP Energy, LLC | 1359 | D | 1359 (Van) Valley | 2002 | FORD | E-350 Extended | IFTSS34LX2HA14033 | to be provided post closing | | CT |
| HOP Energy, LLC | 1392 | D | 1392 (Van Marked for Disp) Metro | 2001 | DODGE | 2500 | 2B7JB21Y01K560969 | to be provided post closing | | NJ |
| HOP Energy, LLC | 1394 | D | 1394 (Van Marked for Disp) Metro | 1995 | CHEVY | 30 | IGCG35K6SF156310 | to be provided post closing | | NJ |
| HOP Energy, LLC | 1399 | D | 1399 (Tank Wagon) FF NNJ HUB | 1988 | MACK | MR6885 | IM2K166C3JM001482 | to be provided post closing | | NJ |
| HOP Energy, LLC | 1404 | D | 1404 (Tank Wagon) FF NNJ HUB | 1989 | MACK | MR90P | IM2K168C6KM002124 | to be provided post closing | | NJ |
| HOP Energy, LLC | 1414 | D | 1414 (T/W Marked for Disp) FF CT HUB | 1993 | FORD | TW L-8000 | IFDXR82E2PVA17824 | to be provided post closing | | CT |
| HOP Energy, LLC | 1478 | D | 1478 (Van) Corp | 1999 | GMC | SAFARI | IGTDM19W0XB509278 | to be provided post closing | | NY |
| HOP Energy, LLC | 1484 | D | 1484 (Van Marked for Disp) FF NY HUB | 2000 | GMC | SAFARI | IGTDM19WXYB520306 | to be provided post closing | | NY |
| HOP Energy, LLC | 1499 | D | 1499 (T/W Marked for Disp) Brooklyn | 1987 | FORD | L8000 | IFDXR80J9HVAA03155 | to be provided post closing | | NY |
| HOP Energy, LLC | 1505 | D | 1505 (T/W Marked for Disp) Brooklyn | 1991 | GMC | 113H | YS2TH4469M1171466 | to be provided post closing | | NY |
| HOP Energy, LLC | 1519 | D | 1519 (Van) Corp | 1991 | GMC | 2500 | not available at this time | to be provided post closing | | NJ |
| HOP Energy, LLC | 1521 | D | 1521 (Tank Wagon) FF NY HUB | 1985 | FORD | LN8000 | IFDXR80J7FVA11767 | to be provided post closing | | MD |
| HOP Energy, LLC | 1531 | D | 1531 (Misc Vehicle) FF SOUTHERN HUB | 1991 | GMC | Van - 2500 | IGTEG25H4H7507658 | to be provided post closing | | NJ |
| HOP Energy, LLC | 1533 | D | 1533 (Van Marked for Disp) Bayonne | 1987 | GMC | 2500 | IGTEG25H5M7506013 | to be provided post closing | | NJ |
| HOP Energy, LLC | 1535 | D | 1535 (Van) Metro | 1993 | GMC | 3500 | 2GTHG35K5P4507712 | to be provided post closing | | NJ |
| HOP Energy, LLC | 1539 | D | 1539 (Van) Metro | 1999 | GMC | 3500 | IGTHG35F7X1051481 | to be provided post closing | | NJ |
| HOP Energy, LLC | 1543 | D | 1543 (Car) Corp | 1995 | JEEP | GR.CHKEE | Z177986 | to be provided post closing | | CT |
| HOP Energy, LLC | 1547 | D | 1547 (Tank Wagon) FF MA HUB | 1989 | INTERNATIONAL | 1994 | IHTLDZ2N8KH617300 | to be provided post closing | | MA |
| HOP Energy, LLC | 1548 | D | 1548 (T/W Marked for Disp) FF MA HUB | 1987 | FORD | L8000 | IFDXR82AXHVA30013 | to be provided post closing | | MA |
| HOP Energy, LLC | 1550 | D | 1550 (T/W Marked for Disp) AllExp | 1988 | FORD | F-8000 | IFDXK84A0JVA02485 | to be provided post closing | | MA |
| HOP Energy, LLC | 1554 | D | 1554 (T/W Marked for Disp) FF MA HUB | 1985 | INTL | S1900 | IHTLDUXN7FHA48024 | to be provided post closing | | MA |
| HOP Energy, LLC | 1557 | D | 1557 (T/W Marked for Disp) FF MA HUB | 1985 | FORD | LN 8000 | IFDXR80U1FVA73181 | to be provided post closing | | CT |
| HOP Energy, LLC | 1563 | D | 1563 (Car) Corp | 2003 | CHEV | TRLBLZR | IGNDT113S332402994 | to be provided post closing | | CT |
| HOP Energy, LLC | 1624 | D | 1624 (Tractor) FF CT HUB | 1982 | MACK | U686ST | IM2W133Y1EA009457 | to be provided post closing | | CT |
| HOP Energy, LLC | 1627 | D | 1627 (Trailer) FF CT HUB | 1977 | ALMAC | 773451 | 773451 | to be provided post closing | | CT |
| HOP Energy, LLC | 1672 | D | 1672 (Tank Wagon) FF SOUTHERN HUB | 1999 | INTERNATIONAL | F8100 | IHTHCATR7XH1686790 | 55666356302HE | | PA |
| HOP Energy, LLC | 1673 | D | 1673 (Tank Wagon) FF SOUTHERN HUB | 1998 | FRTL | FL70 | IFV6HLBA8XHP980085 | to be provided post closing | | NJ |
| HOP Energy, LLC | 1676 | D | 1676 (T/W Marked for Disp) Corp | 1985 | INTL | S1900 | IHTLKTVR6FHA47100 | to be provided post closing | | MA |
| HOP Energy, LLC | 1681 | D | 1681 (Tank Wagon) FF NNJ HUB | 1996 | INTERNATIONAL | 4900 | IHTLSHAAR5TH243462 | 897639C | | NJ |
| HOP Energy, LLC | 1685 | D | 1685 (Tank Wagon) FF CT HUB | 1998 | FRTL | FL70 | IFV6HLBA2WH906773 | to be provided post closing | | CT |
| HOP Energy, LLC | 1686 | D | 1686 (Tank Wagon) FF CT HUB | 1999 | FREIGHT LINER | FL70 | IFV6HLBA3XH980088 | 897645C | | NJ |
| HOP Energy, LLC | 1697 | D | 1697 (T/W Marked for Disp) FF NNJ HUB | 1999 | INTL | 4900 | IHTSDAAN5YH4Z40898 | to be provided post closing | | NJ |
| HOP Energy, LLC | 1702 | D | 1702 (Tank Wagon) FF MA HUB | 1997 | FREIGHT LINER | FL70 | IFV6HFAA1VL761322 | BA813900 | | MA |
| HOP Energy, LLC | 1720 | D | 1720 (Tank Wagon) FF NNJ HUB | 1989 | FORD | L8000 | IFDXR82A9KVA57551 | 897756C | | NJ |

count = 189

Title Documents

Vehicles subject to certificates of title:

Name of Grantor

O - Owned
 F - Financed
 D - Dormant
 for Sale
 S - Sold

HOP Unit #

Unit

Year Spec - Make Spec - Model

Description

Unit Serial Number

Title # State where title is issued

Active vehicles that are financed by a third party

| HOP Unit # | Unit | Year | Spec - Make | Spec - Model | Description | Unit Serial Number | Title # | State where title is issued |
|------------|-------------------------------|------|---------------|--------------------------|----------------|--------------------------|---------|-----------------------------|
| 1417 | F 1417 (Tank Wagon) TLC | 1996 | INTERNATIONAL | 4900 | INTERNATIONAL | IHTSDAANOT264857 | | CT |
| 1418 | F 1418 (Tank Wagon) TLC | 1997 | INTERNATIONAL | 4900E | INTERNATIONAL | IHTSDAAN4VH431286 | | CT |
| 1419 | F 1419 (Tank Wagon) Valley | 1997 | INTERNATIONAL | 4900E | INTERNATIONAL | IHTSDAAN8VH431288 | | CT |
| 1420 | F 1420 (Tank Wagon) DiaDel | 1997 | INTERNATIONAL | 4900E | INTERNATIONAL | IHTSDAAN6VH433492 | | PA |
| 1421 | F 1421 (Tank Wagon) DiaDel | 1997 | INTERNATIONAL | 4900E | INTERNATIONAL | IHTSDAANXVH433494 | | PA |
| 1422 | F 1422 (Tank Wagon) BKSw | 1997 | INTERNATIONAL | 4900E | INTERNATIONAL | IHTSDAAN3VH433496 | | PA |
| 1423 | F 1423 (Tank Wagon) Valley | 1997 | INTERNATIONAL | 4900E | INTERNATIONAL | IHTSDAAN5VH433502 | | CT |
| 1424 | F 1424 (Tank Wagon) Oexp_Cap | 1997 | INTERNATIONAL | 4900E | INTERNATIONAL | IHTSDAAN7VH433503 | | MA |
| 1425 | F 1425 (Tank Wagon) TLC | 1997 | INTERNATIONAL | 4900E | INTERNATIONAL | IHTSDAAN9VH433504 | | CT |
| 1426 | F 1426 (Tank Wagon) TLC | 1997 | INTERNATIONAL | 4900E | INTERNATIONAL | IHTSDAAN6VH433508 | | CT |
| 1427 | F 1427 (Tank Wagon) Valley | 1997 | INTERNATIONAL | 4900E | INTERNATIONAL | IHTSDAAN9VH433535 | | CT |
| 1428 | F 1428 (Tank Wagon) Oexp_Cap | 1997 | INTERNATIONAL | 4900E | INTERNATIONAL | IHTSDAAN2VH433537 | | MA |
| 1429 | F 1429 (Tank Wagon) TLC | 1997 | INTERNATIONAL | 4900E | INTERNATIONAL | IHTSDAAN6VH433539 | | CT |
| 1430 | F 1430 (Tank Wagon) TLC | 1997 | INTERNATIONAL | 4900E | INTERNATIONAL | IHTSDAAN9VH433549 | | CT |
| 1431 | F 1431 (Tank Wagon) Valley | 1997 | INTERNATIONAL | 4900E | INTERNATIONAL | IHTSDAAN2VH433554 | | CT |
| 1432 | F 1432 (Tank Wagon) Valley | 1997 | INTERNATIONAL | 4900E | INTERNATIONAL | IHTSDAAN4VH433555 | | CT |
| 1433 | F 1433 (Tank Wagon) ALLENTOWN | 1997 | INTERNATIONAL | 4900E | INTERNATIONAL | IHTSDAAN5VH433497 S/C 32 | | PA |
| 1434 | F 1434 (Tank Wagon) TLC | 1997 | INTERNATIONAL | 4900E | INTERNATIONAL | IHTSDAAN8VH433574 | | CT |
| 1435 | F 1435 (Tank Wagon) Metro | 1997 | INTERNATIONAL | 4900E | INTERNATIONAL | IHTSDAAN3VH433577 | | NJ |
| 1436 | F 1436 (Tank Wagon) Valley | 1997 | INTERNATIONAL | 4900E | INTERNATIONAL | IHTSDAAN7VH433582 | | CT |
| 1437 | F 1437 (Tank Wagon) TLC | 1997 | INTERNATIONAL | 4900E | INTERNATIONAL | IHTSDAAR3VH464556 | | CT |
| 1438 | F 1438 (Tank Wagon) TLC | 1998 | INTERNATIONAL | 4900E | INTERNATIONAL | IHTSDAANI1VH507452 | | CT |
| 1439 | F 1439 (Tank Wagon) Valley | 1998 | INTERNATIONAL | 4900E | INTERNATIONAL | IHTSDAAN9VH507456 | | CT |
| 1440 | F 1440 (Tractor) ALLENTOWN | 1997 | FREIGHTLINER | FLD | FREIGHTLINER | 2FUVDY88VA72765 | | PA |
| 1443 | F 1443 (Tank Wagon) ECT | 1998 | FREIGHTLINER | FLC-120 | FREIGHTLINER | IFUYSDYB7WFP895523 | | CT |
| 1444 | F 1444 (Tank Wagon) Corp | 1998 | FREIGHTLINER | FLC-120 | FREIGHTLINER | IFUYSDYB1WFP895551 | | CT |
| 1445 | F 1445 (Tank Wagon) AllExp | 1998 | FREIGHTLINER | FLC-120 | FREIGHTLINER | IFUYSDYBOWP895542 | | MA |
| 1446 | F 1446 (Tank Wagon) AllExp | 1998 | FREIGHTLINER | FLC-120 | FREIGHTLINER | IFUYSDYB9WFP895507 | | MA |
| 1447 | F 1447 (Tank Wagon) AllExp | 1998 | FREIGHTLINER | FLC-120 | FREIGHTLINER | IFUYSDYB3WFP895373 | | MA |
| 1448 | F 1448 (Tank Wagon) AllExp | 1998 | FREIGHTLINER | FLC-120 | FREIGHTLINER | IFUYSDYBXXWFP895564 | | MA |
| 1449 | F 1449 (Tank Wagon) AllExp | 1998 | FREIGHTLINER | FLC-120 | FREIGHTLINER | IFUYSDYB6WFP895576 | | MA |
| 1452 | F 1452 (Van) AllExp | 2003 | CHEVROLET | 3500 EXPRESS Extended | CHEVROLET | IGCHG39U231103067 | | MA |
| 1453 | F 1453 (Van) AllExp | 2003 | CHEVROLET | 3500 EXPRESS Extended | CHEVROLET | IGCHG39U231105782 | | MA |
| 1454 | F 1454 (Van) AllExp | 2003 | CHEVROLET | 3500 EXPRESS Extended | CHEVROLET | IGCHG39U331106107 | | MA |
| 1455 | F 1455 (Van) AllExp | 2003 | CHEVROLET | 3500 EXPRESS Extended | CHEVROLET | IGCHG39U631105243 | | MA |
| 1456 | F 1456 (Van) AllExp | 2003 | CHEVROLET | 3500 EXPRESS Extended | CHEVROLET | IGCHG39U731105350 | | MA |
| 1457 | F 1457 (Van) TLC | 2003 | CHEVROLET | 3500 EXPRESS Extended | CHEVROLET | IGCHG39U331105720 | | CT |
| 1458 | F 1458 (Van) TLC | 2003 | CHEVROLET | 3500 EXPRESS Extended | CHEVROLET | IGCHG39U631106019 | | CT |
| 1459 | F 1459 (Van) TLC | 2003 | CHEVROLET | 3500 EXPRESS Extended | CHEVROLET | IGCHG39U031105500 | | CT |
| 1460 | F 1460 (Van) TLC | 2003 | CHEVROLET | 3500 EXPRESS Extended | CHEVROLET | IGCHG39U631106022 | | CT |
| 1494 | F 1494 (Car) Metro | 2003 | CHEVROLET | TRAILBLAZER LS | TRAILBLAZER LS | IGNDT13S032198512 | | NJ |
| 1526 | F 1526 (Car) Valley | 2003 | CHEVROLET | TRAILBLAZER | TRAILBLAZER | IGNDT13S032403388 | | CT |
| 1542 | F 1542 (Misc Vehicle) AllExp | 2003 | CHEVROLET | Pickup - K1500 Silverado | CHEVROLET | IGCEK19T33E201613 | | MA |
| 1565 | F 1565 (Van) Valley | 2004 | CHEVROLET | EXPRESS EXTD CARGO | CHEVROLET | IGCHG39U441117215 | | CT |
| 1566 | F 1566 (Van) Valley | 2004 | CHEVROLET | EXPRESS EXTD CARGO | CHEVROLET | IGCHG39U441117232 | | CT |

Exhibit E

Title Documents

Vehicles subject to certificates of title:

| HOP Unit # | Name of Grantor | O - Owned F - Financed D - Dormant S - Sold | Unit | Year | Spec - Make | Spec - Model | Unit Serial Number | Title # | State where title is issued |
|------------|-----------------------------|--|---------------|------|---------------------|--------------|---------------------------------|---------------------------------|-----------------------------|
| 1567 | 1567 (Van) Valley | F | CHEVROLET | 2004 | EXPRESS EXT D | CARGO | IGCHG39U741117208 | not available-held by 3rd party | CT |
| 1568 | 1568 (Van) Valley | F | CHEVROLET | 2004 | EXPRESS EXT D | CARGO | IGCHG39U441117196 | not available-held by 3rd party | CT |
| 1569 | 1569 (Van) Valley | F | CHEVROLET | 2004 | EXPRESS EXT D | CARGO | IGCHG39U541117255 | not available-held by 3rd party | CT |
| 1570 | 1570 (Van) Valley | F | CHEVROLET | 2004 | EXPRESS EXT D | CARGO | IGCHG39U241117200 | not available-held by 3rd party | MA |
| 1571 | 1571 (Van) Oexp_Cap | F | CHEVROLET | 2004 | EXPRESS EXT D | CARGO | IGCHG39U941117226 | not available-held by 3rd party | NY |
| 1572 | 1572 (Van) Metro | F | CHEVROLET | 2004 | EXPRESS HD | CARGO | IGCHG33U241117008 | 955405V | NY |
| 1573 | 1573 (Van) Brooklyn | F | CHEVROLET | 2004 | EXPRESS HD | CARGO | IGCHG33U341116191 | 195266K | NY |
| 1574 | 1574 (Van) Brooklyn | F | CHEVROLET | 2004 | EXPRESS HD | CARGO | IGCHG33U441116507 | 132167G | NY |
| 1575 | 1575 (Van) Brooklyn | F | CHEVROLET | 2004 | EXPRESS HD | CARGO | IGCHG33U941115941 | 892262S | NY |
| 1576 | 1576 (Van) Brooklyn | F | CHEVROLET | 2004 | EXPRESS HD | CARGO | IGCHG33U641117202 | not available-held by 3rd party | PA |
| 1577 | 1577 (Misc Vehicle) BkSw | F | FORD | 1994 | Van - EXPRESS EXT D | CARGO | IFDZY82EGRV A07568 | not available-held by 3rd party | NJ |
| 1578 | 1578 (Tank Wagon) Metro | F | INTERNATIONAL | 1997 | L-8000 | | IHTSDAAN4VH446466 | not available-held by 3rd party | MA |
| 1579 | 1579 (Tank Wagon) Oexp_Cap | F | INTERNATIONAL | 1998 | 4900E | | IHTSDAAN8WH578471 | not available-held by 3rd party | CT |
| 1580 | 1580 (Tank Wagon) TLC | F | INTERNATIONAL | 1998 | 4900E | | IHTSDAANXWH507420 | not available-held by 3rd party | MA |
| 1581 | 1581 (Tank Wagon) AllExp | F | INTERNATIONAL | 1998 | 4900 | | IHTSDAAN2WH507375 | not available-held by 3rd party | MA |
| 1582 | 1582 (Tank Wagon) AllExp | F | INTERNATIONAL | 1998 | 4900 | | IHTSDAAN7WH507505 | not available-held by 3rd party | MA |
| 1583 | 1583 (Tank Wagon) AllExp | F | INTERNATIONAL | 1998 | 4900 | | IHTSDAAN1YH233236 | not available-held by 3rd party | CT |
| 1584 | 1584 (Tank Wagon) Metro | F | INTERNATIONAL | 2000 | 4900 | | IHTSDAAN6YH233362 | not available-held by 3rd party | PA |
| 1585 | 1585 (Tank Wagon) ECT | F | INTERNATIONAL | 2000 | 4900 | | IHTSDAAN2WH507377 | not available-held by 3rd party | CT |
| 1586 | 1586 (Tank Wagon) Oexp_Cap | F | INTERNATIONAL | 1998 | 4900E | | IHTSDAAN1WH507516 | not available-held by 3rd party | CT |
| 1587 | 1587 (Tank Wagon) DiaDel | F | INTERNATIONAL | 1998 | 4900E | | IHTSDAAN4WH507526 | not available-held by 3rd party | PA |
| 1588 | 1588 (Tank Wagon) TLC | F | INTERNATIONAL | 1998 | 4900E | | IHTSDAANXWH523150 | not available-held by 3rd party | PA |
| 1589 | 1589 (Tank Wagon) TLC | F | INTERNATIONAL | 1998 | 4900E | | IHTSDAAN2WH508285 | not available-held by 3rd party | PA |
| 1590 | 1590 (Tank Wagon) AllExp | F | INTERNATIONAL | 1999 | 4900E | | IHTSDAANXWH233235 | not available-held by 3rd party | PA |
| 1591 | 1591 (Tank Wagon) ALLENTOWN | F | INTERNATIONAL | 1997 | 4900 | | IHTSDAANXWH434984 | not available-held by 3rd party | PA |
| 1592 | 1592 (Tank Wagon) BkSw | F | INTERNATIONAL | 1998 | 4900 | | IHTSDAAN6WH527955 | not available-held by 3rd party | PA |
| 1593 | 1593 (Tank Wagon) BkSw | F | INTERNATIONAL | 1998 | 4900 | | IGNDT13S842278821 | not available-held by 3rd party | NJ |
| 1594 | 1594 (Tank Wagon) BkSw | F | INTERNATIONAL | 1998 | 4900 | | IGNDT13S942171021 | not available-held by 3rd party | PA |
| 1595 | 1595 (Tank Wagon) DiaDel | F | INTERNATIONAL | 2000 | 4900 | | IGNDT13S842304299 | not available-held by 3rd party | PA |
| 1596 | 1596 (Tank Wagon) AllExp | F | INTERNATIONAL | 1998 | 4900 | | 2HKYF18644H603087 | not available-held by 3rd party | NY |
| 1599 | 1599 (Car) Corp | F | CHEVROLET | 2004 | TRAILBLAZER | | 986472K | not available-held by 3rd party | NY |
| 1606 | 1606 (Car) Corp | F | CHEVROLET | 2004 | TRAILBLAZER | | not available-held by 3rd party | CT | CT |
| 1607 | 1607 (Car) Corp | F | CHEVROLET | 2004 | TRAILBLAZER | | not available-held by 3rd party | CT | CT |
| 1635 | 1635 (Car) Corp | F | HONDA | 2004 | PILOT | | 2HKYF18154H561999 | not available-held by 3rd party | CT |
| 1636 | 1636 (Car) Corp | F | FORD | 1995 | L8000 | | IFDXR82EASV A08650 | not available-held by 3rd party | CT |
| 1638 | 1638 (Tank Wagon) TLC | F | CHEVROLET | 1996 | L8000 | | IGCHG39U041222365 | not available-held by 3rd party | MA |
| 1639 | 1639 (Tank Wagon) TLC | F | CHEVROLET | 2004 | EXPRESS EXT D | | IGCHG39U241223744 | not available-held by 3rd party | MA |
| 1640 | 1640 (Van) AllExp | F | CHEVROLET | 2004 | EXPRESS EXT D | | IGCHG39U441222515 | not available-held by 3rd party | MA |
| 1641 | 1641 (Van) AllExp | F | CHEVROLET | 2004 | EXPRESS EXT D | | IGCHG39U841223831 | not available-held by 3rd party | MA |
| 1642 | 1642 (Van) AllExp | F | CHEVROLET | 2004 | EXPRESS EXT D | | IGCHG39U941222249 | not available-held by 3rd party | MA |
| 1643 | 1643 (Van) AllExp | F | CHEVROLET | 2004 | EXPRESS EXT D | | IGCHG33U241223734 | not available-held by 3rd party | PA |
| 1644 | 1644 (Van) AllExp | F | CHEVROLET | 2004 | EXPRESS | | IGCHG33U941224718 | not available-held by 3rd party | PA |
| 1645 | 1645 (Van) ALLENTOWN | F | CHEVROLET | 2004 | EXPRESS | | IGCHG39U41223675 | not available-held by 3rd party | CT |
| 1646 | 1646 (Van) ALLENTOWN | F | CHEVROLET | 2004 | EXPRESS | | IGCHG39U241224084 | not available-held by 3rd party | CT |
| 1647 | 1647 (Van) TLC | F | CHEVROLET | 2004 | EXPRESS EXT D | | IGCHG39U741223089 | not available-held by 3rd party | CT |
| 1648 | 1648 (Van) TLC | F | CHEVROLET | 2004 | EXPRESS EXT D | | | | |
| 1649 | 1649 (Van) TLC | F | CHEVROLET | 2004 | EXPRESS EXT D | | | | |

Vehicles subject to certificates of title:

Name of Grantor

O - Owned
 F - Financed
 D - Dormant
 for Sale
 S - Sold

| HOP Unit # | Description | Year | Spec - Make | Spec - Model | Unit | Unit Serial Number | Title # | State where title is issued |
|------------|-------------------------------|------|---------------|----------------------|------|--------------------|---------|-----------------------------|
| 1650 | F 1650 (Van) TLC | 2004 | CHEVROLET | G3500 EXPRESS EXTDED | | IGCHG39U8412223523 | | CT |
| 1651 | F 1651 (Van) BkSw | 2004 | CHEVROLET | G3500 EXPRESS | | IGCHG35U341224729 | | PA |
| 1652 | F 1652 (Van) DiaDel | 2004 | CHEVROLET | G3500 EXPRESS EXTDED | | IGCHG39U141224433 | | PA |
| 1653 | F 1653 (Van) DiaDel | 2004 | CHEVROLET | G3500 EXPRESS EXTDED | | IGCHG39U241221377 | | PA |
| 1654 | F 1654 (Van) Brooklyn | 2004 | CHEVROLET | G3500 EXPRESS | | IGCHG35U141224745 | | NY |
| 1655 | F 1655 (Van) Brooklyn | 2004 | CHEVROLET | G3500 EXPRESS | | IGCHG35U541222318 | | NY |
| 1656 | F 1656 (Van) Brooklyn | 2004 | CHEVROLET | G3500 EXPRESS | | IGCHG35U841221504 | | NY |
| 1657 | F 1657 (Van) Metro | 2004 | CHEVROLET | G3500 EXPRESS | | IGCHG35U041224770 | | NY |
| 1658 | F 1658 (Van) Metro | 2004 | CHEVROLET | G3500 EXPRESS | | 800344C | | NJ |
| 1659 | F 1659 (Van) Oexp_Cap | 2004 | CHEVROLET | G3500 EXPRESS EXTDED | | 800381C | | NJ |
| 1660 | F 1660 (Van) Oexp_Cap | 2004 | CHEVROLET | G3500 EXPRESS EXTDED | | IGCHG39U741223254 | | MA |
| 1661 | F 1661 (Van) Valley | 2004 | CHEVROLET | G3500 EXPRESS EXTDED | | IGCHG39U941221487 | | MA |
| 1662 | F 1662 (Van) Valley | 2004 | CHEVROLET | G3500 EXPRESS EXTDED | | IGCHG39U141222892 | | CT |
| 1663 | F 1663 (Van) Valley | 2004 | CHEVROLET | G3500 EXPRESS EXTDED | | IGCHG39U041224088 | | CT |
| 1728 | F 1728 (Tank Wagon) ECT | 1998 | INTERNATIONAL | 4900 | | IGCHG39U041224088 | | CT |
| 1729 | F 1729 (Tank Wagon) Oexp_Cap | 1998 | INTERNATIONAL | 4900 | | IHTSDAANOWH57582 | | NJ |
| 1730 | F 1730 (Tank Wagon) Oexp_Cap | 1999 | INTERNATIONAL | 4900 | | IHTSDAAN5WH518695 | | MA |
| 1731 | F 1731 (Tank Wagon) ECT | 1997 | INTERNATIONAL | 4900 | | IHTSDAANI V4493650 | | CT |
| 1733 | F 1733 (Tank Wagon) AllExp | 2001 | INTERNATIONAL | 4900 | | IHTSDAAN71H339566 | | MA |
| 1734 | F 1734 (Tank Wagon) ECT | 1998 | INTERNATIONAL | 4900 | | IHTSDAAN4WH603849 | | CT |
| 1735 | F 1735 (Tank Wagon) TLC | 1998 | INTERNATIONAL | 4900E | | IHTSDAAN2WH582337 | | CT |
| 1736 | F 1736 (Tank Wagon) Valley | 1998 | INTERNATIONAL | 4900E | | IHTSDAAN8WH602820 | | CT |
| 1737 | F 1737 (Tank Wagon) TLC | 1999 | INTERNATIONAL | 4900E | | IHTSDAAN6XH638474 | | CT |
| 1738 | F 1738 (Tank Wagon) DiaDel | 1999 | INTERNATIONAL | 4900E | | IHTSDAAN4XH638506 | | PA |
| 1739 | F 1739 (Tank Wagon) TLC | 1994 | INTERNATIONAL | 8100 | | IHTCHBER7RH581091 | | CT |
| 1740 | F 1740 (Tank Wagon) TLC | 1998 | INTERNATIONAL | 4900E | | IHTSDAAN2WH507413 | | CT |
| 1741 | F 1741 (Tank Wagon) BkSw | 1998 | INTERNATIONAL | 4900E | | IHTSDAAN8WH507464 | | PA |
| 1742 | F 1742 (Tank Wagon) ALLENTOWN | 1998 | INTERNATIONAL | 4900E | | IHTSDAAN9WH521552 | | PA |
| 1743 | F 1743 (Tank Wagon) DiaDel | 1998 | INTERNATIONAL | 4900E | | IHTSDAAN0WH521553 | | PA |
| 1744 | F 1744 (Tank Wagon) ALLENTOWN | 1998 | INTERNATIONAL | 4900E | | IHTSDAAN2WH521554 | | PA |
| 1745 | F 1745 (Tank Wagon) DiaDel | 1998 | INTERNATIONAL | 4900 | | IHTSDAAN4WH521555 | | PA |
| 1749 | F 1749 (Car) Corp | 2004 | CHEVROLET | TRAILBLAZER | | IGNDT138442431762 | | CT |
| 1750 | F 1750 (Car) Corp | 2004 | CHEVROLET | TRAILBLAZER | | IGNDT138042428129 | | CT |
| 1754 | F 1754 (Car) Corp | 2005 | TOYOTA | AVALON | | 4T1BK36885U004029 | | CT |
| 1757 | F 1757 (Car) Corp | 2005 | TOYOTA | AVALON | | 4T1BK36B15U044937 | | CT |
| 1761 | F 1761 (Van) DiaDel | 2005 | CHEVROLET | G3500 EXPRESS EXTDED | | IGCHG39U051112126 | | PA |
| 1762 | F 1762 (Van) ALLENTOWN | 2005 | CHEVROLET | G3500 EXPRESS | | IGCHG35U651112976 | | PA |
| 1763 | F 1763 (Van) Metro | 2005 | CHEVROLET | G3500 EXPRESS | | IGCHG35U151115073 | | NJ |
| 1764 | F 1764 (Van) Metro | 2005 | CHEVROLET | G3500 EXPRESS | | IGCHG35U151115414 | | NJ |
| 1765 | F 1765 (Van) Metro | 2005 | CHEVROLET | G3500 EXPRESS | | IGCHG35U151112996 | | NJ |
| 1766 | F 1766 (Van) Brooklyn | 2005 | CHEVROLET | G3500 EXPRESS | | IGCHG35UX51115962 | | NY |
| 1767 | F 1767 (Van) Brooklyn | 2005 | CHEVROLET | G3500 EXPRESS | | IGCHG35U251115583 | | NY |
| 1768 | F 1768 (Van) AllExp | 2005 | CHEVROLET | G3500 EXPRESS | | IGCHG35UX51122510 | | MA |
| 1769 | F 1769 (Van) AllExp | 2005 | CHEVROLET | G3500 EXPRESS EXTDED | | IGCHG39UX51112098 | | MA |
| 1770 | F 1770 (Van) AllExp | 2005 | CHEVROLET | G3500 EXPRESS EXTDED | | IGCHG39UX51112182 | | MA |
| 1772 | F 1772 (Van) AllExp | 2005 | CHEVROLET | G3500 EXPRESS EXTDED | | IGCHG39U551112087 | | MA |
| 1773 | F 1773 (Van) AllExp | 2005 | CHEVROLET | G3500 EXPRESS EXTDED | | IGCHG39U751112107 | | MA |

Exhibit E

Title Documents

Vehicles subject to certificates of title:

Name of Grantor

O - Owned
F - Financed
D - Dormant
for Sale
S - Sold

Table with columns: HOP Unit #, Spec - Make, Year, Description, Spec - Model, Unit Serial Number, Title #, State where title is issued. Contains 26 rows of vehicle data.

Vehicles subject to certificates of title:

| Name of Grantor | | Description | | Title # | | State where title is issued | |
|---|----------|-------------|---------------|---------------------|--------------------|---------------------------------|-----------------------------|
| HOP Unit # | for Sale | Year | Spec - Make | Spec - Model | Unit Serial Number | Title # | State where title is issued |
| | | | | | | | |
| 1822 | F | 2005 | CHEVROLET | EXPRESS EXT D CARGO | IGCHG39U651250284 | not available-held by 3rd party | CT |
| 1823 | F | 2005 | CHEVROLET | EXPRESS EXT D CARGO | IGCHG39U751250133 | not available-held by 3rd party | CT |
| 1824 | F | 2005 | CHEVROLET | EXPRESS EXT D CARGO | IGCHG39U351250470 | not available-held by 3rd party | CT |
| 1825 | F | 2005 | CHEVROLET | EXPRESS EXT D CARGO | IGCHG39U451250252 | not available-held by 3rd party | CT |
| 1826 | F | 2005 | CHEVROLET | EXPRESS EXT D CARGO | IGCHG39U651249989 | not available-held by 3rd party | CT |
| 1827 | F | 2005 | CHEVROLET | EXPRESS EXT D CARGO | IGCHG39U851251115 | not available-held by 3rd party | CT |
| 1828 | F | 2005 | CHEVROLET | EXPRESS EXT D CARGO | IGCHG39U251250606 | not available-held by 3rd party | CT |
| 1829 | F | 2005 | CHEVROLET | EXPRESS EXT D CARGO | IGCHG39U251250685 | not available-held by 3rd party | CT |
| 1830 | F | 2005 | CHEVROLET | EXPRESS EXT D CARGO | IGCHG39U451250767 | not available-held by 3rd party | CT |
| 1831 | F | 2005 | CHEVROLET | EXPRESS EXT D CARGO | IGCHG39U851250707 | not available-held by 3rd party | CT |
| 1832 | F | 2005 | CHEVROLET | EXPRESS EXT D CARGO | IGCHG39U951251011 | not available-held by 3rd party | CT |
| 1833 | F | 2005 | CHEVROLET | EXPRESS EXT D CARGO | IGCHG39U251253490 | not available-held by 3rd party | CT |
| 1834 | F | 2005 | CHEVROLET | EXPRESS EXT D CARGO | IGCHG35U51249549 | not available-held by 3rd party | NJ |
| 1835 | F | 2005 | CHEVROLET | EXPRESS REG CARGO | IGCHG35U851249482 | not available-held by 3rd party | NJ |
| 1836 | F | 2005 | CHEVROLET | EXPRESS REG CARGO | IGCHG35U251249963 | not available-held by 3rd party | NJ |
| 1837 | F | 2005 | CHEVROLET | EXPRESS REG CARGO | IGCHG35U051250464 | not available-held by 3rd party | NJ |
| 1838 | F | 2005 | CHEVROLET | EXPRESS REG CARGO | IGCHG35U351250619 | not available-held by 3rd party | NJ |
| 1839 | F | 2005 | CHEVROLET | EXPRESS REG CARGO | IGCHG35U151250764 | not available-held by 3rd party | NJ |
| 1840 | F | 2005 | CHEVROLET | EXPRESS REG CARGO | IGCHG35U651251005 | not available-held by 3rd party | NJ |
| 1841 | F | 2005 | CHEVROLET | EXPRESS REG CARGO | IGCHG35U851250891 | not available-held by 3rd party | MA |
| 1842 | F | 2005 | CHEVROLET | EXPRESS REG CARGO | IGCHG35U51248159 | not available-held by 3rd party | MA |
| 1843 | F | 2005 | CHEVROLET | EXPRESS REG CARGO | IGCHG35U51248077 | not available-held by 3rd party | MA |
| 1844 | F | 2005 | CHEVROLET | EXPRESS EXT D CARGO | IGCHG39U251248189 | not available-held by 3rd party | MA |
| 1845 | F | 2005 | CHEVROLET | EXPRESS EXT D CARGO | IGCHG39U151248815 | not available-held by 3rd party | MA |
| 1846 | F | 2005 | CHEVROLET | EXPRESS EXT D CARGO | IGCHG39U651248647 | not available-held by 3rd party | MA |
| 1847 | F | 2005 | CHEVROLET | EXPRESS REG CARGO | IGCHG35U251251342 | not available-held by 3rd party | PA |
| 1848 | F | 2005 | CHEVROLET | EXPRESS REG CARGO | IGCHG35U051250710 | not available-held by 3rd party | PA |
| 1849 | F | 2005 | CHEVROLET | EXPRESS EXT D CARGO | IGCHG39U351251022 | not available-held by 3rd party | MA |
| 1850 | F | 2005 | CHEVROLET | EXPRESS EXT D CARGO | IGCHG39U851250531 | not available-held by 3rd party | MA |
| count = 215 | | | | | | | |
| Vehicles that have been sold by the company during the current fiscal year | | | | | | | |
| 0005 | S | 1997 | FORD | E350 | 129232 | not available at this time | CT |
| 0011 | S | 1997 | FORD | E-350 | IFTJ34LXVHA57674 | not available at this time | PA |
| 0013 | S | 1997 | FORD | E350 | 180905 | not available at this time | CT |
| 0082 | S | 1990 | INTERNATIONAL | 4900 | IHTSDTYN2LH228822 | 4186009004HE | PA |
| 0087 | S | 1985 | MACK | MIDLINER | 149145 | not available at this time | PA |
| 90 | S | 1985 | | | VG6M112BF7FB064550 | not available at this time | PA |
| 497 | S | 1992 | FORD | L8000 | IFDXR82AXNVA17385 | not available at this time | MA |
| 719 | S | 1994 | FORD | E-350 | IFTJE34H9RH92119 | 023928675 | CT |
| 729 | S | 1996 | FORD | E-350 | IFTJE34H8THAO1264 | 023928642 | CT |
| 736 | S | 1993 | FORD | E-350 | IFTJR34H1PHB50248 | 023928642 | CT |
| 0769 | S | 1983 | FORD | Pickup - F250 | 2FTFE76F4DCA02716 | 34862375102HE | PA |
| 0778 | S | 1986 | FORD | Truck - F350 | IFTXK37H4GNA85342 | 38944828002HE | PA |
| 0781 | S | 1987 | FORD | C8000 | 87837 | not available at this time | PA |
| 784 | S | 1988 | MACK | MS3000 | VG6M112BB8B066803 | 41616282002HE | PA |
| 787 | S | 1989 | FORD | C8000 | IFDXD80UR8KVA32619 | 42583391302HE | PA |

Exhibit E

Title Documents

Vehicles subject to certificates of title:

| Name of Grantor | | Description | | Title # | | State where title is issued | |
|-----------------|-------------------------------------|-------------|---------------|-----------------------|--------------------|-----------------------------|-----------------------------|
| HOP Unit # | Unit | Year | Spec - Make | Spec - Model | Unit Serial Number | Title # | State where title is issued |
| | | | | | | | |
| 0813 | 0813 (Van) DiaDel | 1997 | FORD | E-250 | IFTHE24L8VHA67278 | | PA |
| 0919 | 0919 (Car) Brooklyn | 1997 | FORD | TAURUS | 166026 | | NY |
| 992 | 0992 (Van-Active Disposal) TLC | 1999 | CHEVROLET | G3500 | 1GCHG35R1X1038946 | | CT |
| 1049 | 1049 (Tank Wagon) AllExp | 1985 | WHITE | | IFDYD80UXFVA18635 | | |
| 1159 | 1160 (Tank Wagon) Valley | 1987 | VOLVO | FE-715 | YB3U7A6A8HB405406 | | |
| 1177 | 1177 (Tank Wagon) Terry | 1990 | INTERNATIONAL | 4900 | IHTSDZ7N9LH300003 | | MA |
| 1191 | 1191 (Van) Oexp_Cap | 2000 | CHEVROLET | G3500X | 1GCHG39RXX1136109 | | |
| 1246 | 1246 (Car) TLC | 1999 | CHEVROLET | TAHOE 10706 | 1GNEK13RXXJ557400 | | |
| 1402 | 1402 (Tank Wagon) ALLENTOWN | 1989 | MACK | MR690P | 1M2K168C4KM002123 | | |
| 1467 | 1467 (Van) DiaDel | 1995 | GMC | SAFARI | 1GTDM19W7SB500795 | | NJ |
| 1471 | 1471 (Van) Corp | 1995 | GMC | SAFARI | 119667 | | PA |
| 1473 | 1473 (Van) Corp | 1997 | GMC | SAFARI | 89524 | | PA |
| 1475 | 1475 (Van) Corp | 1998 | GMC | SAFARI | 85614 | | NY |
| 1493 | 1493 (Car) Brooklyn | 1998 | DODGE | CARAVAN | 142601 | | NY |
| 1500 | 1500 (T/W Marked for Disp) Brooklyn | 1987 | FORD | L8000 | 10280 | | NY |
| 1534 | 1534 (Van) Metro | 1993 | GMC | 3500 | 88801 | | NJ |
| 1541 | 1541 (Misc Vehicle) Valley | 1985 | NISSAN | Pickup - KING CAB 4X4 | JN6ND06Y3FW000083 | | CT |
| 1545 | 1545 (Misc Vehicle) Corp | 1988 | FORD | Van - E 350 | 95202 | | NY |
| 1630 | 1630 (Misc Vehicle) ALLENTOWN | 1993 | ISUZU | CUBE VAN | 196973 | | PA |
| 1631 | 1631 (Misc Vehicle) ALLENTOWN | 1993 | ISUZU | CUBE VAN | 47948 | | PA |

count = 35

EXHIBIT F

(SEE SECTION 3.11 OF SECURITY AGREEMENT)

FIXTURES

I. Legal description, county and street address of property on which Fixtures are located (by Grantor):

See attached EXHIBIT F – FIXTURES

II. Name and Address of Record Owner:

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Exhibit F - Fixtures

HOP Energy, LLC

I. Legal description, county and street address of property on which Fixtures are located (by Grantor).

A. HOP Energy, LLC

Properties Owned by the Grantor

1. Diamond/Delchester/Major Oil
Chester County
841 Lincoln Avenue
P.O. Box 596
Westchester, PA 19830
2. Diamond/Delchester/Major Oil
Chester County
Kennett Square
613 Ways Lane
431 So. Walnut Steet
Kennett Square, PA 19348

3. Diamond/Delchester/Major Oil
Philadelphia County
501 to 503 East Hunting Park Avenue
Philadelphia, PA 19124
4. Brinker's Fuel
Bucks County
445 North West Street
Doylestown, PA 18901
5. Brinker's Fuel
Northampton County
504 Easton Road
Riegelsville, PA 18077
6. DDLC
Windham County
(a/k/a Danielson Oil)
84 Shephard Hill Road
Danielson, Connecticut 06239
7. DDLC
New London County
(a/k/a City Coal Company)
410 Bank Street
New London, Connecticut 06320
8. Valley Oil
Windham County
82 Columbia Avenue
Willimantic, Connecticut 06226
9. Valley Oil
Middlesex County
Lots # 207 208 209 and 210 Kickapoo Road
Middlefield CT 06455

10. Terry Oil
Middlesex County
17 Meserve Street
Hopkinton, MA 01748

There are no buildings at this location.

Note: Location has three bulk fuel storage tanks

Properties Leased by the Grantor

1. Branch: Altemos Atlantic Fuel Oil
Lehigh County
1801 Union Boulevard
Allentown, PA 18103
2. Branch: Altemos Atlantic Oil
Carbon County
533 East Penn Street
Lehigh, PA 18235
3. Branch: CT Refining Co.
New Haven County
25 Bernhard Road
North Haven Ct 06473
4. Branch: Automatic / TLC
Hartford County
62 Oakland Avenue and
64 Oakland Avenue
East Hartford, Connecticut 06108
5. Branch: Valley Oil
Middlesex County
36 Brownstone Avenue (formerly 1 Brownstone)
Portland, Connecticut 06480
6. Branch: Saybrook / Pipeline Oil
Middlesex County
17 Industrial Park Road, Unit 9
Centerbrook CT 06409
7. Heating Oil Partners, L.P.
Fairfield County
Corporate Headquarters – 2nd floor
1120 Post Road
Darien, Connecticut 06820
8. Heating Oil Partners, L.P.
Fairfield County
Corporate Headquarters – 3rd floor
1120 Post Road
Darien, Connecticut 06820
9. Branch: Oil Express - Cape
County of Barnstable
132 East Falmouth Highway
Route 28
East Falmouth, MA 02536

10. Branch: Oil Express - Westminster
Worcester County
23 Village Inn Road
Westminster, MA 01473
 11. Branch: Alliance Express
Suffolk County
11 Broadway
Chelsea, MA 01250
 12. Branch: Alliance Express
County of Norfolk
432 Quincy Avenue
Braintree, MA 02184
 13. Branch: Terry Oil
Middlesex County
122 South Street
Hopkinton, MA 01748
 14. Branch: Metro Fuel
Bergen County
1011 Hudson Avenue
Ridgefield NJ 07657-2316
-
15. Branch: Madison Oil
Kings County
2125 Mill Avenue
Brooklyn NY 11234
 16. Branch: Beacon Oil
Hudson County
746 Avenue E
Bayonne NJ 07002
 17. Branch: HOP Fleet Fueling
Burlington County
900 N. Lenola Road, Unit 7-L
Moorestown NJ 08057
 18. Branch: HOP Fleet Fueling
Bucks County
One Neshaminy Interplex, Suite 300
Trevose PA 19053
 19. Branch: North Atlantic Energy
Bronx County
1160 Randall Avenue
Bronx NY 10474
 20. Branch: HOP Fleet Fueling
Union County
2600 Marshes Dock Road
Linden NJ 07038
 21. Branch: HOP Fleet Fueling
Baltimore County
801 East Ordinance Road
Baltimore MD 21226

22. Heating Oil Partners, L.P.
Westchester County
Corporate Headquarters – 3rd floor
4 West Red Oak Lane
White Plains New York 10604

23. Branch: Altemos Atlantic Oil
Lehigh County
1109 Union Boulevard, 1st floor
Allentown PA 18109

B. HOP Energy Holdings, Inc.

None

II. Name and Address of Record Owner

A. HOP Energy, LLC

Properties Owned by the Grantor

1. Diamond/Delchester/Major Oil
841 Lincoln Avenue
P.O. Box 596
Westchester, PA 19830

Owned by: HOP Energy, LLC
1120 Post Road
Darien CT 06820

2. Diamond/Delchester/Major Oil
Kennett Square
613 Ways Lane
431 So. Walnut Steet
Kennett Square, PA 19348

Owned by: HOP Energy, LLC
1120 Post Road
Darien CT 06820

3. Diamond/Delchester/Major Oil
501 to 503 East Hunting Park Avenue
Philadelphia, PA 19124

Owned by: HOP Energy, LLC
1120 Post Road
Darien CT 06820

4. Brinker's Fuel
445 North West Street
Doylestown, PA 18901

Owned by: HOP Energy, LLC
1120 Post Road
Darien CT 06820

5. Brinker's Fuel
504 Easton Road
Riegelsville, PA 18077

Owned by: HOP Energy, LLC
1120 Post Road
Darien CT 06820

6. DDLC
(a/k/a Danielson Oil)
84 Shephard Hill Road
Danielson, Connecticut 06239

Owned by: HOP Energy, LLC
1120 Post Road
Darien CT 06820

7. DDLC
(a/k/a City Coal Company)
410 Bank Street
New London, Connecticut 06320

Owned by: HOP Energy, LLC
1120 Post Road
Darien CT 06820

8. Valley Oil
82 Columbia Avenue
Willimantic, Connecticut 06226
-

Owned by: HOP Energy, LLC
1120 Post Road
Darien CT 06820

9. Valley Oil
Lots # 207 208 209 and 210 Kickapoo Road
Middlefield CT 06455
There are no buildings at this location.

Owned by: HOP Energy, LLC
1120 Post Road
Darien CT 06820

10. Terry Oil
17 Meserve Street
Hopkinton, MA 01748

There are no buildings at this location.

Note: Location has three bulk fuel storage tanks

Owned by: HOP Energy, LLC
1120 Post Road
Darien CT 06820

Properties Leased by the Grantor

1. Branch: Altemos Atlantic Fuel Oil
1801 Union Boulevard
Allentown, PA 18103

Owned by: Lehigh Valley Commercial Properties, LLC
825 12th Avenue
Bethlehem PA 18018

2. Branch: Altemos Atlantic Oil

533 East Penn Street
Lehighon, PA 18235

Owned by: Pipeline Petroleum Corp.
P.O. Box 159
Macungie, PA 18062

3. Branch: CT Refining Co.
25 Bernhard Road
North Haven Ct 06473

Owned by: Executive Office Centers
36 Mill Plain Road, Suite 211
Danbury, Connecticut 06811

4. Branch: Automatic / TLC
62 Oakland Avenue and
64 Oakland Avenue
East Hartford, Connecticut 06108

Owned by: M & G Associates
P.O. Box 280403
120 Tolland Street
East Hartford, CT 06128

5. Branch: Valley Oil
36 Brownstone Avenue (formerly 1 Brownstone)
Portland, Connecticut 06480

Owned by: Briggs & Briggs, LLC
c/o Richard W. Tomc, Esq.
49 Main Street
Middletown, CT 06457

6. Branch: Saybrook / Pipeline Oil
17 Industrial Park Road, Unit 9
Centerbrook CT 06409

Owned by: 17 Industrial Park Road Condominiums, LLC
P.O. Box 250
Essex CT 06426

7. Heating Oil Partners, L.P.
Corporate Headquarters – 2nd floor
1120 Post Road
Darien, Connecticut 06820

Owned by: F & F Management Company
27 Crescent Street
P.O. Box 2186
Stamford, CT 06906

8. Heating Oil Partners, L.P.
Corporate Headquarters – 3rd floor
1120 Post Road
Darien, Connecticut 06820

Owned by: F & F Management Company

27 Crescent Street
P.O. Box 2186
Stamford, CT 06906

Leased to: Bank of America

Sub-Leased to: Heating Oil Partners, L.P.

9. Branch: Oil Express - Cape
132 East Falmouth Highway
Route 28
East Falmouth, MA 02536

Owned by: Buckley & Scott Co., Inc.
c/o Weathermark Investments, Inc.
35 Braintree Hill Park
Braintree, MA 02184

10. Branch: Oil Express - Westminster
23 Village Inn Road
Westminster, MA 01473

Owned by: Village Realty Trust
23 Village Inn Road
Westminster, MA 01473

11. Branch: Alliance Express
11 Broadway
Chelsea, MA 01250

Owned by: Global Companies, LLC
800 South Street
Watermill Center
Watham, MA 02254

12. Branch: Alliance Express
432 Quincy Avenue
Braintree, MA 02184

Owned by: Citgo Petroleum Corporation
1293 Eldridge Parkway
Houston TX 77077

13. Branch: Terry Oil
122 South Street
Hopkinton, MA 01748

Owned by: Thomas B. O'Brien Trustee of
Jelrich Realty Trust u/d/t dated 9/28/68
P.O. Box 44
Berlin MA 01503

14. Branch: Metro Fuel
1011 Hudson Avenue
Ridgefield NJ 07657-2316

Owned by: Brenner Ridgefield
P.O. Box 213
Ridgefield NJ 07657

15. Branch: Madison Oil
2125 Mill Avenue
Brooklyn NY 11234

Owned by: BBPR Realty Corp.
2125 Mill Avenue
Brooklyn NY 11234-6307

16. Branch: Beacon Oil
746 Avenue E
Bayonne NJ 07002

Owned by: Beacon Oil Company, Inc.
8 Watson Court East
Edison NJ 08820

17. Branch: HOP Fleet Fueling
900 N. Lenola Road, Unit 7-L
Moorestown NJ 08057

Owned by: S.D. Mayberry.
876 North Lenola Road
Moorestown NJ 08057

18. Branch: HOP Fleet Fueling
One Neshaminy Interplex, Suite 300
Trevose PA 19053

Owned by: Lincoln Subsidiary Joint Venture III
Two Neshaminy Interplex, Suite 305
Trevose PA 19053

19. Branch: North Atlantic Energy
1160 Randall Avenue
Bronx NY 10474

Owned by: LARJJ Properties LLC
1160 Randall Avenue
Bronx NY 10474

20. Branch: HOP Fleet Fueling
2600 Marshes Dock Road
Linden NJ 07038

Owned by: Gulf Oil
90 Everett Avenue
Chelsea MA 02150

21. Branch: HOP Fleet Fueling
801 East Ordinance Road
Baltimore MD 21226

Owned by: BP Products

801 East Ordinance Road
Baltimore MD 21226

22. Heating Oil Partners, L.P.
Corporate Headquarters – 3rd floor
4 West Red Oak Lane
White Plains New York 10604

Owned by: One & Four Red Oak, LLC
One West Red Oak Lane
White Plains NY 10604

23. Branch: Altemos Atlantic Oil
1109 Union Boulevard, 1st floor
Allentown PA 18109

Owned by: George W. Kistler, Jr.
Aka: Emmaus Storage Yard
23 South 6th Street
Emmaus PA 18049

B. HOP Energy Holdings, Inc.

None

EXHIBIT G

(SEE SECTION 3.13 OF SECURITY AGREEMENT AND DEFINITION OF "EQUITY COLLATERAL")

LIST OF EQUITY COLLATERAL, SECURITIES AND OTHER INVESTMENT PROPERTY

STOCKS

| <u>Name of Grantor</u> | <u>Issuer</u> | <u>Certificate Number(s)</u> | <u>Number of Shares</u> | <u>Class of Stock</u> | <u>Percentage of Outstanding Shares</u> |
|---------------------------|-----------------|------------------------------|-------------------------|-----------------------|---|
| HOP Energy Holdings, Inc. | HOP Energy, LLC | TBD | TBD | Membership interests | 100% |
| | | | | | |
| | | | | | |

BONDS

| <u>Name of Grantor</u> | <u>Issuer</u> | <u>Number</u> | <u>Face Amount</u> | <u>Coupon Rate</u> | <u>Maturity</u> |
|------------------------|---------------|---------------|--------------------|--------------------|-----------------|
| none | | | | | |
| | | | | | |
| | | | | | |

GOVERNMENT SECURITIES

| <u>Name of Grantor</u> | <u>Issuer</u> | <u>Number</u> | <u>Type</u> | <u>Face Amount</u> | <u>Coupon Rate</u> | <u>Maturity</u> |
|------------------------|---------------|---------------|-------------|--------------------|--------------------|-----------------|
| none | | | | | | |
| | | | | | | |
| | | | | | | |

OTHER SECURITIES OR OTHER INVESTMENT PROPERTY
(CERTIFICATED AND UNCERTIFICATED)

| <u>Name of Grantor</u> | <u>Issuer</u> | <u>Description of Collateral</u> | <u>Percentage Ownership Interest</u> |
|------------------------|-------------------------------|--|--------------------------------------|
| HOP Energy, LLC | Citigroup Global Markets Inc. | NYMEX heating oil futures contracts – see attached statement | N/A |
| HOP Energy, LLC | Morgan Stanley DW Inc. | NYMEX heating oil futures contracts, | N/A |

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| | | | |
|-----------------|---------------------------|---|--|
| | | NYMEX options (puts and calls) – see attached statement | |
| HOP Energy, LLC | BP Products North America | Over-the counter options, over-the-counter swap agreements (OTC equivalent to a NYMEX futures contract) – see attached long-form contract | n/a - in total the calls cover 32,340,000 gallons with a cost basis of \$5,715,360 |
| | | | |

[Add description of custody accounts or arrangements with securities intermediary, if applicable]

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EXHIBIT H

(SEE SECTION 3.1 OF SECURITY AGREEMENT)

OFFICES IN WHICH FINANCING STATEMENTS HAVE BEEN FILED

Financing Statements will be filed with the Secretary of State of Delaware and in any other jurisdiction that the Administrative Agent deems necessary.

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TRADEMARK
REEL: 003395 FRAME: 0450

EXHIBIT I

(SEE SECTION 4.4 AND 4.8 OF SECURITY AGREEMENT)

AMENDMENT

This Amendment, dated [] is delivered pursuant to Section 4.4 of the Security Agreement referred to below. All defined terms herein shall have the meanings ascribed thereto or incorporated by reference in the Security Agreement. The undersigned hereby certifies that the representations and warranties in Article III of the Security Agreement are and continue to be true and correct. The undersigned further agrees that this Amendment may be attached to that certain Pledge and Security Agreement, dated July 28, 2006 between the undersigned, as the Grantors, and JPMorgan Chase Bank, N.A., as the Administrative Agent, (the "Security Agreement") and that the Collateral listed on Schedule I to this Amendment shall be and become a part of the Collateral referred to in said Security Agreement and shall secure all Secured Obligations referred to in said Security Agreement.

By:

Name: _____

Title: _____

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TRADEMARK
REEL: 003395 FRAME: 0451

SCHEDULE I TO AMENDMENT

STOCKS

| <u>Name of Grantor</u> | <u>Issuer</u> | <u>Certificate Number(s)</u> | <u>Number of Shares</u> | <u>Class of Stock</u> | <u>Percentage of Outstanding Shares</u> |
|------------------------|---------------|------------------------------|-------------------------|-----------------------|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

BONDS

| <u>Name of Grantor</u> | <u>Issuer</u> | <u>Number</u> | <u>Face Amount</u> | <u>Coupon Rate</u> | <u>Maturity</u> |
|------------------------|---------------|---------------|--------------------|--------------------|-----------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

GOVERNMENT SECURITIES

| <u>Name of Grantor</u> | <u>Issuer</u> | <u>Number</u> | <u>Type</u> | <u>Face Amount</u> | <u>Coupon Rate</u> | <u>Maturity</u> |
|------------------------|---------------|---------------|-------------|--------------------|--------------------|-----------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

OTHER SECURITIES OR OTHER INVESTMENT PROPERTY
(CERTIFICATED AND UNCERTIFICATED)

| <u>Name of Grantor</u> | <u>Issuer</u> | <u>Description of Collateral</u> | <u>Percentage Ownership Interest</u> |
|------------------------|---------------|----------------------------------|--------------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |

[Add description of custody accounts or arrangements with securities intermediary, if applicable]

COMMERCIAL TORT CLAIMS

| <u>Name of Grantor</u> | <u>Description of Claim</u> | <u>Parties</u> | <u>Case Number; Name of Court where Case was Filed</u> |
|------------------------|-----------------------------|----------------|--|
| | | | |

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TRADEMARK
REEL: 003395 FRAME: 0453

EXHIBIT J

COMMERCIAL TORT CLAIMS

| <u>Name of Grantor</u> | <u>Description of Claim</u> | <u>Parties</u> | <u>Case Number; Name of Court where Case was Filed</u> |
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