

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Lube Distribution Holdings, Inc.  
c/o KRG Capital Partners, L.L.C.  
1515 Arapahoe Street, Tower One, Suite 1500  
Denver, Colorado 80202

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State: DE  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
Name: GMAC Commerical Finance LLC  
Internal Address: \_\_\_\_\_  
Street Address: 1290 Avenue of the Americas, 3<sup>rd</sup> Floor  
City: New York State: NY ZIP: 10104

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Financial Institution

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No  
 (Designations must be a separate document from Assignment)  
 Additional Name(s) & address(es) attached?  Yes  No

3. Nature of conveyances:

Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

Execution Date: April 30, 2009

4. Application Number(s) or registration number(s):  
A. Trademark Application.(s)  
See attached Schedule A

Additional numbers attached?  Yes  No

B. Trademark registration No.(s)  
See attached Schedule A

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: CT Lien Solutions  
Internal Address: ~~187~~  
Street Address: 187 Wolf Rd  
Ste 101  
City: Albany State: NY ZIP: 12205

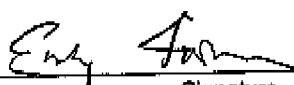
6. Total number of applications and registrations involved: ..... 1

7. Total fee (37 CFR 3.41): ..... \$ 46.00  
 Enclosed  
 Authorized to be charged to credit card

8. Last 4 Digits: 5683  
Exp Dt: 11/09  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document*

Emily M. Fishman                                            May 4, 2009  
Name of Person Signing                      Signature                      Date

Total number of pages including coversheet, attachments and document: 7

Mail documents to be recorded with required coversheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

OP \$40.00 77503611

**SCHEDULE A**

<b>OWNER</b>	<b>REGISTRATION OR APPLICATION NO.</b>	<b>REGISTRATION OR FILING DATE</b>	<b>MARK</b>
Lube Distribution Holdings, Inc.	77/603,611	October 29, 2008	PETROCHOICE

## TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, LUBE DISTRIBUTION HOLDINGS, INC., a Delaware corporation having a mailing address at c/o KRG Capital Partners, L.L.C., 1515 Arapahoe Street, Tower One, Suite 1500, Denver, Colorado 80202 ("Lube"), has adopted and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Lube, among other entities, is obligated to GMAC COMMERCIAL FINANCE LLC ("GMAC") and various other financial institutions (collectively, "Lenders") and GMAC as agent for Lenders ("Agent") pursuant to (i) a certain Loan and Security Agreement, dated as of February 29, 2008, among Agent, Lenders and Loan Parties and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Loan Parties in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Lube is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, together with that portion of Lube's business in connection with which it has an intent to use the Trademarks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Lube does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, together with that portion of Lube's business in connection with which it has an intent to use the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Lube expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: Denver, Colorado  
April 30, 2009

**LUBE DISTRIBUTION HOLDINGS, INC.** as a  
Guarantor

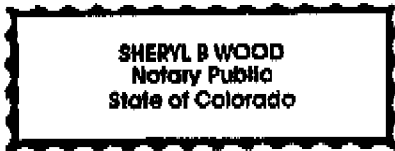
By:   
Name: Michael Barkin  
Title: Vice President

**GMAC COMMERCIAL FINANCE LLC**, as  
Agent

By: \_\_\_\_\_  
Name: Daniel Maresca  
Title: Director

STATE OF Colorado )  
 )  
COUNTY OF Denver ) ss:

On the 24th day of April, 2009, before me personally came Michael Barkin, to me known, who being by me duly sworn, did depose and say he is the Vice President of Lube Distribution Holdings, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.



Sheryl B. Wood  
Notary Public

My Commission Expires: 2-20-2012

STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK ) ss:

On the \_\_\_ day of April, 2009, before me personally came Daniel Maresca, to me known, who being by me duly sworn, did depose and say that he is the Director of GMAC Commercial Finance LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the managers of said limited liability company.

\_\_\_\_\_  
Notary Public

My Commission Expires:


Lube expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: Denver, Colorado  
April 30, 2009

**LUBE DISTRIBUTION HOLDINGS, INC.** as a  
Guarantor

By: \_\_\_\_\_  
Name: Michael Barkin  
Title: Vice President

**GMAC COMMERCIAL FINANCE LLC,** as  
Agent

By:   
Name: Daniel Maresca  
Title: Director

STATE OF \_\_\_\_\_ )  
 )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

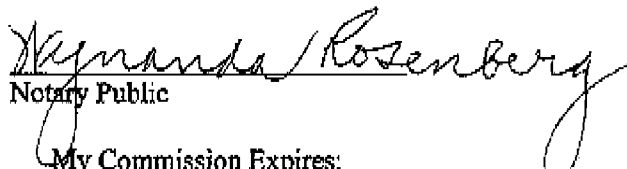
On the \_\_\_ day of April, 2009, before me personally came Michael Barkin, to me known, who being by me duly sworn, did depose and say he is the Vice President of Lube Distribution Holdings, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF NEW YORK )  
 )  
 ) ss:  
COUNTY OF NEW YORK )

On the 30 day of April, 2009, before me personally came Daniel Maresca, to me known, who being by me duly sworn, did depose and say that he is the Director of GMAC Commercial Finance LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the managers of said limited liability company.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

WYNANDA ROSENBERG  
NOTARY PUBLIC, State of New York  
No. 31-4519486  
Qualified in New York County  
Commission Expires March 30, 2010

Trademark Assignment of Security - 1624487

RECORDED: 05/04/2009

TRADEMARK  
REEL: 003982 FRAME: 0107