

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sunco Carriers, Inc.		04/29/2011	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	600 Peachtree Street, NE		
<b>Internal Address:</b>	13th Floor		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30308		
<b>Entity Type:</b>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77567063	SUNCO	
<b>Serial Number:</b>	77567032	THE CLIMATE ASSURED CARRIER	
<b>Serial Number:</b>	75472361	SUNCO CARRIERS, INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)572-5100		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Email:</b>	mrussell@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding		
<b>Address Line 1:</b>	1180 Peachtree Street		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	11993.015001		
<b>NAME OF SUBMITTER:</b>	Mark Russell		
<b>Signature:</b>	/Mark Russell/		

OP \$90.00 77567063

Date:

06/09/2011

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 29, 2011, by SUNCO CARRIERS, INC. ("*Grantor*") in favor of BANK OF AMERICA, N.A., as Administrative Agent (the "*Administrative Agent*").

### W i t n e s s e t h:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of April 29, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Watkins Associated Industries, Inc., Wilwat Properties, Inc., the banks and other financial institutions from time to time parties thereto (the "*Lenders*"), and the Administrative Agent, the Lenders have agreed to make extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, Watkins Associated Industries, Inc., certain Subsidiaries and Affiliates of Watkins Associated Industries, Inc., and the Administrative Agent are parties to that certain Amended and Restated Security and Pledge Agreement, dated as of April 29, 2011, in favor of the Administrative Agent for the benefit of the Lenders and certain other Secured Parties as provided therein (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to enter into the Credit Agreement and to induce the Lenders to make extensions of credit thereunder, Grantor hereby agrees with the Administrative Agent as follows:

### ***Section 1. Defined Terms***

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement, as the case may be.

### ***Section 2. Grants of Security Interests in Trademark Collateral***

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its rights, title and interests in, to and under the following Collateral of Grantor (the "*Trademark Collateral*"):

- (a) all of its Trademarks, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

***Section 3. Security Agreement***

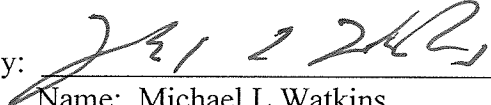
The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

SUNCO CARRIERS, INC.,  
*as Grantor*

By:   
Name: Michael L Watkins  
Title: Vice President

ACCEPTED AND AGREED  
as of the date first above written:

BANK OF AMERICA, N.A.,  
*as Administrative Agent*

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

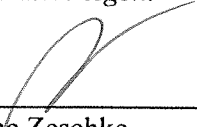
Very truly yours,

SUNCO CARRIERS, INC.,  
*as Grantor*

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

BANK OF AMERICA, N.A.,  
*as Administrative Agent*

By:  \_\_\_\_\_  
Name: Anne Zeschke  
Title: Vice President

**Schedule I**  
**to**  
**Trademark Security Agreement**  
*Trademark Registrations*

A. REGISTERED TRADEMARKS

<b>Filing Date</b>	<b>Serial Number</b>	<b>Mark</b>	<b>Registration Number</b>	<b>Country</b>	<b>Owner</b>
09/10/2008	77567063	SUNCO	3605939	U.S.	Sunco Carriers, Inc.
09/10/2008	77567032	THE CLIMATE ASSURED CARRIER	3605937	U.S.	Sunco Carriers, Inc.
04/22/1998	75472361	SUNCO CARRIERS, INC.	2282925	U.S.	Sunco Carriers, Inc.

B. TRADEMARK APPLICATIONS

None.