

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sprague Operating Resources LLC		10/30/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 S. Dearborn, 7th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2810996	HEATFORCE PREMIUM HEATING OIL
Registration Number:	2880223	ROAD FORCE FUEL ACCESS CARD
Registration Number:	4087968	HEATCURVE
Registration Number:	4249993	SPRAGUE REAL-TIME
Registration Number:	4260699	SPRAGUE ENERGY
Registration Number:	4267439	SPRAGUE
Registration Number:	4304143	SPRAGUE MARKET BRIEF
Registration Number:	4372389	PRICEFLEX
Registration Number:	4385069	SPRAGUE
Registration Number:	4389001	FUELCONTROL
Registration Number:	911441	SPRAGUE ENERGY
Registration Number:	2618701	HEAT FORCE
Registration Number:	2729505	ROAD FORCE
Serial Number:	85591178	FLEETCONTROL

TRADEMARK

Serial Number:	85591244	SPRAGUE RESOURCES
Serial Number:	85591265	SPRAGUE SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 2124552502
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (212) 455-2292
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ATTORNEY DOCKET NUMBER:	509265/1804
NAME OF SUBMITTER:	Zara Ohiorhenuan
Signature:	/zo/
Date:	11/04/2013

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), effective as of October 30, 2013, is made by SPRAGUE OPERATING RESOURCES LLC (the "Grantor") in favor of JPMORGAN CHASE BANK, N.A., having its principal place of business at 277 Parke Avenue, 22nd Floor, New York, New York 10172, as Administrative Agent (in such capacity, the "Administrative Agent"), under the Credit Agreement, dated as of October 30, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, as Borrower (the "Borrower"), the several banks and other financial institutions or entities from time to time parties thereto, the Administrative Agent and the other agents party thereto.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to, and the Issuing Lenders have agreed to issue letters of credit for the account of, the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor and the other grantors thereunder have executed and delivered a Security Agreement, dated as of October 30, 2013, in favor of the Administrative Agent (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent a security interest in, *inter alia*, certain Intellectual Property, including those Trademarks set forth on Exhibit A that constitute Collateral; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement, as applicable.

2. Grant of Security Interest for Obligations. The Grantor hereby grants a continuing security interest in, all of such Grantor's right, title and interest in, to and under the Trademarks constituting Collateral (including, without limitation, those items listed on Exhibit A hereto and all goodwill related thereto) (collectively, the "Trademark Collateral"), to the Administrative Agent, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative

Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

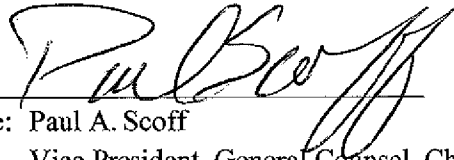
6. Governing Law. This Agreement and the right and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as if the day and year first above written.

SPRAGUE OPERATING RESOURCES LLC,
as Grantor

By: _____




Name: Paul A. Scoff

Title: Vice President, General Counsel, Chief
Compliance Officer and Secretary

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent

By: 
Name: Dan Bueno
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005145 FRAME: 0829

Exhibit A

Registered Trademarks

Mark	Registration Number
HEATFORCE PREMIUM HEATING OIL	2,810,996
ROAD FORCE FUEL ACCESS CARD	2,880,223
HEATCURVE	4,087,968
SPRAGUE REAL-TIME	4,249,993
SPRAGUE ENERGY	4,260,699
SPRAGUE	4,267,439
SPRAGUE MARKET BRIEF	4,304,143
PRICEFLEX	4,372,389
SPRAGUE	4,385,069
FUELCONTROL	4,389,001
SPRAGUE ENERGY	0,911,441
HEAT FORCE	2,618,701
ROAD FORCE	2,729,505

Trademark Applications

Trademark	Application Number
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FLEETCONTROL	85591178
SPRAGUE RESOURCES	85591244
SPRAGUE SOLUTIONS	85591265

Trademark Licenses

None.