

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309476

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SUBURBAN PROPANE, L.P.		06/26/2014	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	1455 Market Street, 5th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	3358451	SUBURBAN PROPANE
Registration Number:	3310575	SUBURBAN PROPANE
Registration Number:	3310567	SUBURBAN PROPANE
Registration Number:	3310566	SUBURBAN PROPANE
Registration Number:	2668867	GRILL ON!
Registration Number:	2668862	GRILL ON!
Registration Number:	2602224	SUBURBAN CYLINDER EXPRESS
Registration Number:	3313128	GRILL ON! PROPANE TANKS THAT COME TO YOU
Registration Number:	2804496	SUBURBAN FRANCHISING
Registration Number:	2637164	SUBURBAN FRANCHISING
Registration Number:	2640907	SUBURBAN CYLINDER EXPRESS
Registration Number:	2640906	SUBURBAN CYLINDER EXPRESS
Registration Number:	2790194	SUBURBAN CYLINDER EXPRESS
Registration Number:	2583713	GRILL ON!
Registration Number:	2707670	SUBURBAN CYLINDER EXPRESS
Registration Number:	3780412	SUBURBAN CYLINDER EXPRESS
Registration Number:	2583709	GRILL ON!
Registration Number:	3172751	AGWAY
Registration Number:	1835694	MODERN TANK SERVICE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3005472	KNOWLES LP GAS
Registration Number:	3025297	MAINGAS
Registration Number:	3019139	OHIO GAS
Registration Number:	3261120	P
Registration Number:	3039111	PEARL GAS
Registration Number:	3917736	PIPELINE ON WHEELS
Registration Number:	3651843	PYROFAX
Registration Number:	3648192	PYROFAX ENERGY
Registration Number:	3807492	PYROFAX GAS
Registration Number:	3648193	PYROFAX PROPANE
Registration Number:	3005474	RURAL NATURAL GAS
Registration Number:	3005471	SAAM PROPANE
Registration Number:	3047553	SILGAS
Registration Number:	1769632	STAR GAS
Registration Number:	2932543	TRU GAS
Registration Number:	1429782	TRU-GAS
Registration Number:	1952234	PERMAGAS
Registration Number:	3277556	COMFORT-LEVEL

CORRESPONDENCE DATA

Fax Number: 2129692900

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-969-3000

Email: trademark@proskauer.com

Correspondent Name: Jenifer deWolf Paine

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	67127-001
NAME OF SUBMITTER:	Jenifer deWolf Paine
SIGNATURE:	/Jenifer deWolf Paine/
DATE SIGNED:	07/02/2014

Total Attachments: 12

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "**Trademark Security Agreement**"), dated as of June 26, 2014, by SUBURBAN PROPANE, L.P., a Delaware limited partnership ("**Grantor**"), in favor of BANK OF AMERICA, N.A., as Administrative Agent (as hereafter defined) for Secured Parties (as defined in the Security Agreement hereinafter referenced).

WITNESSETH:

WHEREAS, Grantor, as borrower, and Suburban Propane Partners, L.P., as Parent entered into that certain Credit Agreement dated as of June 26, 2009 with Bank of America, N.A., as a lender and as Administrative Agent (together with its permitted successors and/or assigns, in such capacity, "**Administrative Agent**") for the lenders party thereto (together with their respective permitted successors and/or assigns, "**Lenders**"), which was amended and restated by that certain Amended and Restated Credit Agreement dated as of January 5, 2012, and further amended by that certain First Amendment to Amended and Restated Credit Agreement dated as of August 1, 2012 and that certain Second Amendment to Amended and Restated Credit Agreement dated as of May 9, 2014 (as may be further amended, modified, supplemented, renewed, replaced, restated, or otherwise modified from time to time, the "**Credit Agreement**"), and pursuant to the Credit Agreement the Lenders have severally agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor entered into that certain Security Agreement dated as of June 26, 2009, in favor of the Administrative Agent for the benefit of the Secured Parties, which was amended and restated by that certain Amended and Restated Security Agreement dated as of January 5, 2012 (as it may be further amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), pursuant to which Grantor was required to execute and deliver the Existing Trademark Security Agreement (defined below);

WHEREAS, pursuant to the Security Agreement, Grantor granted a security interest to the Administrative Agent for the benefit of the Security Parties in all Trademarks (as therein defined) at any time then or thereafter owned by Grantor, including the trademarks listed on *Schedule I* thereto (such trademarks, the "**Existing Grantor Trademarks**"), and to further evidence and confirm such security interest, Grantor executed that certain Trademark Security Agreement dated as of June 26, 2009 in favor of the Administrative Agent for the benefit of the Secured Parties, recorded on July 23, 2009 with the United States Patent and Trademark Office at Reel/Frame: 022990/0490 (as it may be amended, restated, or otherwise modified from time to time, the "**Existing Trademark Security Agreement**");

WHEREAS, Grantor filed the Certificate of Merger on April 13, 2013 with the Secretary of State of the State of Delaware attached hereto as *Exhibit A* evidencing the merger of Inergy Propane, LLC, a Delaware limited liability company ("**Inergy Propane**") and Liberty Propane Operations, LLC, a Delaware limited liability company ("**Liberty Propane Operations**") with and into Grantor, with Grantor as the surviving limited partnership (such transaction, the "**Merger**");

WHEREAS, pursuant to that certain Security Agreement Supplement dated as of August 1, 2012 Inergy Propane became a party to the Security Agreement, and pursuant thereto, Inergy Propane entered into that certain Trademark Security Agreement, dated as of August 1, 2012 in favor of the Administrative Agent for the benefit of the Secured Parties, recorded on August 2, 2012 by the United States Patent and Trademark Office at Reel/Frame 4835/0045 (the "**Inergy Propane Trademark Security Agreement**") and granted a security interest to the Administrative Agent for the benefit of the Security Parties in all Trademarks at any time then or thereafter owned by Inergy Propane, including the trademarks listed on *Schedule I* thereto (such trademarks, the "**Inergy Propane Trademarks**");

WHEREAS, pursuant to that certain Security Agreement Supplement dated as of August 1, 2012 Liberty Propane Operations become a party under the Security Agreement, and pursuant thereto, Liberty Propane entered into that certain Trademark Security Agreement, dated as of August 1, 2012, in favor of the Administrative Agent for the benefit of the Secured Parties, recorded on August 2, 2012 by the United States Patent and Trademark Office at Reel/Frame 4835/0015 (the "***Liberty Propane Operations Trademark Security Agreement***") and granted a security interest to the Administrative Agent for the benefit of the Security Parties in all Trademarks (as therein defined) at any time then or thereafter owned by Liberty Propane Operations, including the trademarks listed on *Schedule I* thereto (such trademarks, the "***Liberty Propane Operations Trademarks***");

WHEREAS, pursuant to the Merger, Grantor has acquired the Inergy Propane Trademarks and the Liberty Propane Operations Trademarks;

WHEREAS, to comply with the terms of the Credit Agreement and the Security Agreement, Grantor wishes to amend and restate the Existing Trademark Security Agreement in its entirety to further evidence the grant, to the Administrative Agent for the benefit of the Security Parties, of a security interest in all of its right, title and interest now owned or hereafter acquired in all Trademarks, including the Inergy Propane Trademarks and the Liberty Propane Operations Trademarks; and

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in consideration of the mutual covenants and undertakings and the terms and conditions contained herein, Grantor and Administrative Agent (for the benefit of the Secured Parties) hereby agree 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. Without limiting the foregoing, the parties agree that the words "include", "includes" and "including" as used herein shall be deemed to be followed by the phrase "without limitation".

Section 2 Grant of Security Interest 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 as defined in the Security Agreement, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following, whether now owned or hereafter acquired or existing (the "***Trademark Collateral***"):

(a) all Trademarks and all Trademark Licenses to which it is a party, including those referred to on *Schedule I*;

(b) all renewals of the foregoing;

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

(d) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3 Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest 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.

Section 4 Inactive Trademarks. Grantor represents to Administrative Agent and the Lenders that the following Trademarks are no longer active: the Trademarks owned by Grantor and pledged to Administrative Agent with the following registration numbers: 3177511, 3187797, 2784819, 2721948, 2687123, 2565067, 2610847, 2595215, 3,005,473, 2,678,482, and 3,003,390.

Section 5 Amendment and Restatement; Reaffirmation. This Trademark Security Agreement amends and restates in its entirety the Existing Trademark Security Agreement. All liens, claims, rights, titles, interests and benefits created and granted by the Existing Trademark Security Agreement shall continue to exist, remain valid and subsisting, shall not be impaired or released hereby, shall remain in full force and effect and are hereby renewed, extended and carried forward as security for the Secured Obligations, in each case, as modified by the terms hereof.

The remainder of this page is intentionally left blank.

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

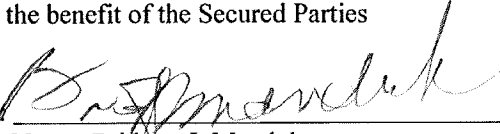
Very truly yours,

SUBURBAN PROPANE, L.P.,
a Delaware limited partnership

By: Paul Abel
Name: Paul Abel
Title: Senior Vice President, Secretary +
General Counsel

Accepted and Agreed:

BANK OF AMERICA, N.A., as Administrative Agent
for the benefit of the Secured Parties

By 

Name: Bridgett J. Manduk
Title: Vice President

Signature Page to Amended and Restated Trademark Security Agreement

TRADEMARK
REEL: 005314 FRAME: 0819

Schedule I
to
Amended and Restated Trademark Security Agreement
Trademark Registrations

REGISTERED TRADEMARKS

<u>Mark</u>	<u>Reg. Number</u>
SUBURBAN PROPANE	3358451
SUBURBAN PROPANE	3310575
SUBURBAN PROPANE	3310567
SUBURBAN PROPANE	3310566
GRILL ON!	2668867
GRILL ON!	2668862
SUBURBAN CYLINDER EXPRESS	2602224
GRILL ON! PROPANE TANKS THAT COME TO YOU RESIDENTIAL COMMERCIAL	3313128
SUBURBAN FRANCHISING	2804496
SUBURBAN FRANCHISING	2637164
SUBURBAN CYLINDER EXPRESS	2640907
SUBURBAN CYLINDER EXPRESS	2640906
SUBURBAN CYLINDER EXPRESS	2790194
GRILL ON!	2583713
SUBURBAN CYLINDER EXPRESS	2707670
SUBURBAN CYLINDER EXPRESS	3,780,412
GRILL ON!	2583709
AGWAY	3172751
MODERN TANK SERVICE	1835694
KNOWLES LP GAS	3,005,472
MAINGAS	3,025,297
OHIO GAS	3,019,139
P and Design (Truck)	3,261,120
PEARL GAS	3,039,111
PIPELINE ON WHEELS	3,917,736
PYROFAX	3,651,843
PYROFAX ENERGY	3,648,192
PYROFAX GAS	3,807,492
PYROFAX PROPANE	3,648,193
RURAL NATURAL GAS	3,005,474
SAAM PROPANE	3,005,471
SILGAS	3,047,553
STAR GAS and Design (Star in Circle)	1,769,632
TRU GAS	2,932,543

Schedule I to Amended and Restated Trademark Security Agreement

**TRADEMARK
REEL: 005314 FRAME: 0820**

TRU-GAS	1,429,782
PERMAGAS	1,952,234
TRU-GAS	5,502,600 (Wisconsin)
COMFORT-LEVEL	3,277,556

EXHIBIT A

(Please see the attached.)

Exhibit A to Amended and Restated Trademark Security Agreement

TRADEMARK
REEL: 005314 FRAME: 0822

Delaware

PAGE 1

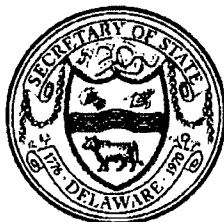
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"INERGY PROPANE, LLC", A DELAWARE LIMITED LIABILITY COMPANY,
"LIBERTY PROPANE OPERATIONS, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "SUBURBAN PROPANE, L.P." UNDER THE NAME OF "SUBURBAN PROPANE, L.P.", A LIMITED PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SIXTEENTH DAY OF APRIL, A.D. 2013, AT 4:07 O'CLOCK P.M.


AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTIETH DAY OF APRIL, A.D. 2013, AT 5 O'CLOCK P.M.



2564993 8100M

130443699

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0369284

DATE: 04-18-13

TRADEMARK
REEL: 005314 FRAME: 0823

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:25 PM 04/16/2013
FILED 04:07 PM 04/16/2013
SRV 130443699 - 2564993 FILE

STATE OF DELAWARE
CERTIFICATE OF MERGER
OF
DOMESTIC LIMITED LIABILITY COMPANIES
INTO
A DOMESTIC LIMITED PARTNERSHIP

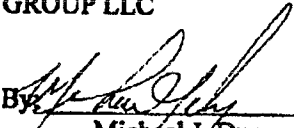
Pursuant to Section 18-209 of the Delaware Limited Liability Company Act and Section 17-211 of the Delaware Limited Partnership Act, the undersigned surviving limited partnership submits the following Certificate of Merger for filing and certifies that:

1. The name of the surviving limited partnership is Suburban Propane, L.P., a domestic limited partnership, and the names of the domestic limited liability companies being merged into this surviving limited partnership are Inergy Propane, LLC and Liberty Propane Operations, LLC.
2. An Agreement of Merger has been approved and executed by each of the domestic limited liability companies and limited partnership which is to merge.
3. The merger shall be effective as of 5:00 P.M., Eastern Time, on April 30, 2013.
4. The Agreement of Merger is on file at a place of business of the surviving limited partnership which is located at 240 Route 10 West, Whippany, NJ 07981.
5. A copy of the Agreement of Merger will be furnished by the surviving limited partnership, on request and without cost, to any member of any domestic limited liability company, or any person holding a limited partnership interest in any domestic limited partnership, which is to merge.

IN WITNESS WHEREOF, this Certificate of Merger has been duly executed as of the 18th day of April, 2013, and is being filed in accordance with Section 18-209 of the Delaware Limited Liability Company Act and Section 17-211 of the Delaware Limited Partnership Act by an authorized person of the surviving limited partnership in the merger.

SUBURBAN PROPANE, L.P.

By its General Partner,
SUBURBAN ENERGY SERVICES
GROUP LLC

By 
Michael J. Dunn, Jr.
Sole Member

STATE OF DELAWARE
CERTIFICATE OF MERGER
OF
DOMESTIC LIMITED LIABILITY COMPANIES
INTO
A DOMESTIC LIMITED PARTNERSHIP

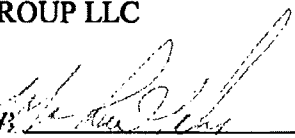
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SUBURBAN PROPANE, L.P.

By its General Partner,
SUBURBAN ENERGY SERVICES
GROUP LLC

By: 
Michael J. Dunn, Jr.
Sole Member

