

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326627

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sprague Operating Resources LLC		12/09/2014	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: 10

Property Type	Number	Word Mark
Registration Number:	4571661	FLEETCONTROL
Registration Number:	1660036	C
Registration Number:	1408945	CASTLE
Registration Number:	2114196	CASTLE
Registration Number:	4403706	CASTLE ENERGY SOLUTIONS
Registration Number:	4392742	CASTLE ENERGY SOLUTIONS LLC
Registration Number:	3598986	CUSTOMERS RULE
Registration Number:	4354463	CUSTOMERS RULE, NATURALLY
Serial Number:	86343428	PHYSICALCAP
Serial Number:	86118051	SPRAGUEPORT

CORRESPONDENCE DATA

Fax Number: 2124552502

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) 455-2895

Email: ksolomon@stblaw.com

Correspondent Name: Samantha J. Himelman, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

TRADEMARK

ATTORNEY DOCKET NUMBER:	509265/1804
NAME OF SUBMITTER:	Samantha J. Himelman
SIGNATURE:	/sjh/
DATE SIGNED:	12/18/2014
Total Attachments: 5 source=SpragueEtAITMSI#page1.tif source=SpragueEtAITMSI#page2.tif source=SpragueEtAITMSI#page3.tif source=SpragueEtAITMSI#page4.tif source=SpragueEtAITMSI#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this “Agreement”), effective as of December 9, 2014, is made by each of the signatories hereto (the “Grantors”) in favor of JPMORGAN CHASE BANK, N.A., having its principal place of business at 277 Park Avenue, 22nd Floor, New York, New York 10172, as Administrative Agent (in such capacity, the “Administrative Agent”), under the Amended and Restated Credit Agreement, dated as of 9, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among SPRAGUE OPERATING RESOURCES LLC (the “U.S. Borrower”), SPRAGUE RESOURCES ULC (“AcquireCo”), KILDAIR SERVICE LTD. (“Kildair”), 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 Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors and the other grantors thereunder have executed and delivered an Amended and Restated Security Agreement, dated as of December 9, 2014 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 Grantors have 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, each of the Grantors 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. Each of the Grantors 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 Grantors 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. Each of the Grantors 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.

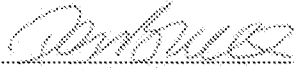
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of 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: Authorized Officer

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 005422 FRAME: 0178

TRADEMARKS

Serial No. or Registration No.	Issue or File Date (Renewal Date, if Applicable)	Mark
4,571,661	12/4/2013	FLEETCONTROL
1,660,036	10/8/1991	C & Castle Design
1,408,945	9/9/1986	CASTLE
2,114,196	11/18/1997	CASTLE & Design
4,403,706	9/17/2013	CASTLE ENERGY SOLUTIONS
4,392,742	8/27/2019	CASTLE ENERGY SOLUTIONS LLC & Design
3,598,986	3/31/2009	CUSTOMERS RULE
4,354,463	6/18/2013	CUSTOMERS RULE, NATURALLY

TRADEMARK LICENSES

None.

TRADEMARK APPLICATIONS

Serial Number	Filing Date	Mark
86/343,428	7/21/2014	PHYSICALCAP
86/118,051	11/13/2013	SPRAGUEPORT