

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Suburban Propane, L.P.	06/26/2009
<b>RECEIVING PARTY DATA</b>	
Name:	Bank of America, N.A., as Administrative Agent
Street Address:	1455 Market Street, 5th Floor
Internal Address:	Mail Code: CA5-701-05-19, Attn: Bridgett Manduk
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
<b>PROPERTY NUMBERS Total: 2</b>	
Property Type	Number
Patent Number:	5927316
Patent Number:	5782936
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(214)200-0558
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	214-651-5066
Email:	jeff.becker@haynesboone.com
Correspondent Name:	Jeffrey M. Becker, Haynes and Boone, LLP
Address Line 1:	2323 Victory Avenue, Suite 700
Address Line 4:	Dallas, TEXAS 75219
ATTORNEY DOCKET NUMBER:	17997.543
NAME OF SUBMITTER:	Jeffrey M. Becker
Total Attachments: 7 source=Suburban Propane Patent Security Agreement#page1.tif source=Suburban Propane Patent Security Agreement#page2.tif	

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**PATENT**  
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## PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of June 26, 2009, 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 hereafter defined).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 26, 2009 (as the same may be amended, modified, supplemented, renewed, replaced, restated, or otherwise modified from time to time, the "**Credit Agreement**") among Grantor, as Borrower, Suburban Propane Partners, L.P., as Parent, 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 now or hereafter a party to the Credit Agreement (together with their respective permitted successors and/or assigns, "**Lenders**"), the Lenders have severally agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is a party to that certain Security Agreement dated as of even date with the Credit Agreement by the Grantor and the other "Grantors" therein names in favor of the Administrative Agent for the benefit of the Secured Parties (as it may be amended, restated, or otherwise modified from time to time, the "**Security Agreement**"), pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Suburban Propane, L.P. thereunder, Grantor hereby agrees with the Secured Party 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.

**Section 2 Grant of Security Interest in Patent 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 Collateral of Grantor (the "**Patent Collateral**"):

- (a) all of its Patents and Patent Licenses to which it is a party, including those referred to on **Schedule I** hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent licensed under any Patent License.

**Section 3 Security Agreement.** The security interest granted pursuant to this Patent 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 Patent 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.

*The remainder of this page is intentionally left blank.*

IN WITNESS WHEREOF, each Grantor has caused this Patent 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: 

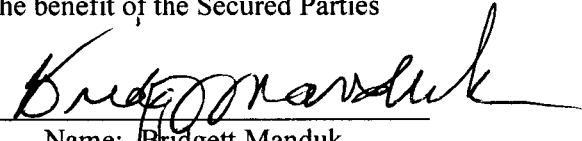
Name: Michael Stivala

Title: CFO + CAO

*Signature Page to Patent Security Agreement*

**PATENT**  
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Accepted and Agreed:  
BANK OF AMERICA, N.A., as Administrative Agent  
for the benefit of the Secured Parties

By:   
Name: Bridgett Manduk  
Title: Assistant Vice President

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New Jersey  
COUNTY OF Morris

§  
§  
§

This instrument was acknowledged before me on this 17th day of July, 2009, by  
Michael G. Stivala, CFO & CAO of Suburban Propane, L.P., a Delaware limited partnership, on behalf  
of said partnership.

WITNESS my hand and official seal.

Barbara J. Verdon  
Notary Public

[NOTARIAL SEAL]

My commission expires:

**BARBARA J. VERDON**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires April 24, 2014**

*Signature Page to Patent Security Agreement*

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On July 16, 2009 before me, Silvia Ventura, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Bridgett Manduk.  
Name(s) of Signer(s)

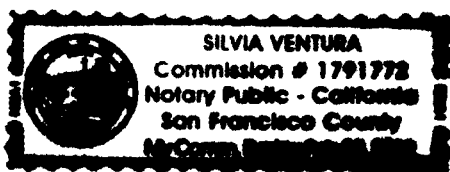
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
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Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
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Schedule I  
to  
Patent Security Agreement  
Issued Patents

ISSUED PATENTS

<u>Description</u>	<u>Owned/ Licensed</u>	<u>Patent Number</u>	<u>Date of Issuance</u>	<u>Name and Address of Owner of Patent</u>
Safety cut-off system	Owned	5927316	7/27/99	Suburban Propane, L.P. 240 Route 10 West, Whippany, NJ 07981
Additive compositions for LPG fuel	Owned	5782936	7/21/98	Suburban Propane, L.P. 240 Route 10 West, Whippany, NJ 07981