

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		01/30/2009	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	General Petroleum Corporation		
Street Address:	c/o Maxum Petroleum, Inc.		
Internal Address:	1455 East Putnam Avenue		
City:	Old Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06870		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76662573	GP	
Serial Number:	76662569	GENERAL PETROLEUM	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7976		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mindy M. Lok, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1240		
NAME OF SUBMITTER:	Mindy M. Lok		

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Signature:

/ml/

Date:

02/17/2009

Total Attachments: 5

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of January 30th, 2009, from JPMORGAN CHASE BANK, N.A., national banking association, as JPM Administrative Agent (in such capacity, the "Agent") for the banks and other financial institutions or entities (the "JPM Lenders"), to GENERAL PETROLEUM CORPORATION, a California corporation, (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the JPM Guarantee and Collateral Agreement, effective as of September 18, 2006 (the "JPM Guarantee and Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of August 18, 2006, among the Agent and the Grantor (the "Security Agreement"), the Grantor, by reference to the JPM Guarantee and Collateral Agreement, reaffirmed Grantor's intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 13, 2006, at Reel 003408, Frame 0330; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the JPM Guarantee and Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the JPM Guarantee and Collateral Agreement and the Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

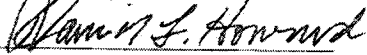
3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A., as
Administrative Agent for the JPM Lenders

By:



Name: DAVID L. HOWARD

Title: SENIOR VICE PRESIDENT

[SIGNATURE PAGE TO TERMINATION OF SECURITY INTEREST IN TRADEMARK RIGHTS]

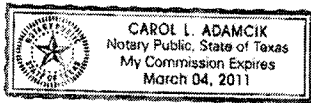
STATE OF Texas)
)
COUNTY OF Dallas)

ss.:

On this ~~Sat~~ day of ~~December~~, ^{January 2009} 2008, before me personally appeared David L. Howard to me known who, being by me duly sworn, did depose and say that he/she is Senior Vice President of JPMORGAN CHASE BANK, N.A., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by JPMORGAN CHASE BANK, N.A.

Carol L. Adamcik
Notary Public

(Affix Seal Below)



[NOTARIZATION PAGE TO TERMINATION OF SECURITY INTEREST IN TRADEMARK RIGHTS]

Schedule A

U.S. Trademark Applications

None

U.S. Trademark Registrations

<u>Trademark</u>	<u>Registration or Serial Number</u>
GP	76/662,573
GENERAL PETROLEUM	76/662,569