

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Change of Administrative Agent- Assignment for Security (Trademarks)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lehman Commercial Paper Inc., as Administrative Agent		09/01/2009	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, N.A., as Administrative Agent		
Street Address:	38 Fountain Square Plaza		
Internal Address:	MD 109047		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	918275	EAST COAST	
Registration Number:	2000128	EAST COAST	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4688		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	210196-00016		
NAME OF SUBMITTER:	Carole Dobbins		

CH \$65.00 918275

900142692

**TRADEMARK
 REEL: 004058 FRAME: 0205**

Signature:	/Carole Dobbins/
Date:	09/08/2009
<p>Total Attachments: 13</p> <p>source=Trademark- notice of change of agent#page1.tif source=Trademark- notice of change of agent#page2.tif source=Trademark- notice of change of agent#page3.tif source=Trademark- notice of change of agent#page4.tif source=Trademark- notice of change of agent#page5.tif source=Trademark- notice of change of agent#page6.tif source=Trademark- notice of change of agent#page7.tif source=Trademark- notice of change of agent#page8.tif source=Trademark- notice of change of agent#page9.tif source=Trademark- notice of change of agent#page10.tif source=Trademark- notice of change of agent#page11.tif source=Trademark- notice of change of agent#page12.tif source=Trademark- notice of change of agent#page13.tif</p>	

NOTICE OF CHANGE OF ADMINISTRATIVE AGENT – ASSIGNMENT FOR SECURITY
(TRADEMARKS)

(the “Assignment”)

September 1, 2009

WHEREAS, MAPCO EXPRESS, INC., a Delaware corporation (“Mapco”), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A for which United States registrations and applications for registration are subsisting as indicated on Schedule 1A (such marks, applications and registrations, collectively, the “Trademarks”);

WHEREAS, Mapco entered into (i) that certain Amended and Restated Credit Agreement dated as of April 28, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with, among others, LEHMAN COMMERCIAL PAPER INC., as Administrative Agent for a syndicate of lenders (“Lehman”), and (ii) that certain Guaranty and Collateral Agreement, dated as of April 28, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), with, among others, Lehman to secure its Obligations under the Credit Agreement;

WHEREAS, pursuant to the Security Agreement, Mapco granted a first priority security interest in the Trademarks, together with the goodwill of the business symbolized thereby, to Lehman on terms and conditions more fully set forth in the Security Agreement;

WHEREAS, Lehman’s first priority security interest in the Trademarks is evidenced by that certain Assignment for Security (Trademarks), dated as of July 31, 2002 (the “Trademark Agreement”), executed by Mapco, recorded on August 8, 2002 in the United States Patent and Trademark Office at Reel 2568, Frame 0599 and assigned to Lehman pursuant to that certain Notice of Change of Administrative Agent – Assignment for Security (Trademarks), dated as of April 28, 2005, and attached hereto as Exhibit A (the “Initial Assignment”); and

WHEREAS, Lehman and Mapco entered into that certain Resignation, Waiver, Consent and Appointment Agreement, dated as of September 1, 2009 (the “Resignation Agreement”), with FIFTH THIRD BANK, N.A. (“Fifth Third”) whereby Lehman resigned as Administrative Agent for the syndicate of lenders under the Credit Agreement, the Security Agreement and the other Loan Documents and Fifth Third replaced Lehman as Administrative Agent for the syndicate of lenders under the Credit Agreement, the Security Agreement and the other Loan Documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereby agree and confirm that:

1. Lehman has ceased to be the Administrative Agent for the syndicate of lenders under the Security Agreement, the Trademark Agreement and the other Loan Documents;

2. Fifth Third is now the Administrative Agent for the syndicate of lenders under the Security Agreement, the Trademark Agreement and the other Loan Documents;
3. Lehman's first priority security interest in the Trademarks, together with the goodwill of the business symbolized thereby, and all of its interests, rights and obligations in, to and/or under the Trademark Agreement are hereby assigned and transferred to Fifth Third as Administrative Agent for the syndicate of lenders; and
4. the execution and delivery of this Assignment shall not in any way affect or modify the liability of Mapco under the Trademark Agreement hereby assigned, it being understood and agreed that notwithstanding this Assignment, all of the obligations of Mapco under the Trademark Agreement shall be and remain enforceable by Fifth Third, or by its successors and assigns, against Mapco.

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.

*[Remainder of Page Intentionally Left Blank;
Signature Pages Follow]*

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their officers thereunto duly authorized as of the date first set forth above.

LEHMAN COMMERCIAL PAPER INC., as
Debtor and Debtor in Possession in its chapter
11 case in the United States Bankruptcy Court
for the Southern District of New York, Case
No. 08-13555 (JMP)

By: _____

Name:

Title:


Frank P. Turner
Authorized Signatory

FIFTH THIRD BANK, N.A.

By: _____

Name:

Title:

AGREED AND ACKNOWLEDGED:

MAPCO EXPRESS, INC.

By: _____

Name:

Title:

By: _____

Name:

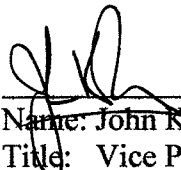
Title:

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their officers thereunto duly authorized as of the date first set forth above.

LEHMAN COMMERCIAL PAPER INC., as
Debtor and Debtor in Possession in its chapter
11 case in the United States Bankruptcy Court
for the Southern District of New York, Case
No. 08-13555 (JMP)

By: _____
Name:
Title:

FIFTH THIRD BANK, N.A.

By:  _____
Name: John K. Perez
Title: Vice President

AGREED AND ACKNOWLEDGED:

MAPCO EXPRESS, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their officers thereunto duly authorized as of the date first set forth above.

LEHMAN COMMERCIAL PAPER INC., as
Debtor and Debtor in Possession in its chapter
11 case in the United States Bankruptcy Court
for the Southern District of New York, Case
No. 08-13555 (JMP)

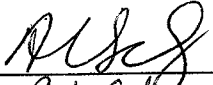
By: _____
Name:
Title:

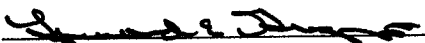
FIFTH THIRD BANK, N.A.

By: _____
Name:
Title:

AGREED AND ACKNOWLEDGED:

MAPCO EXPRESS, INC.

By: 
Name: A.L. Schwartz
Title: VP

By: 
Name: LYNDON S. GAGLIARDI
Title: COO BYE UP

SCHEDULE 1A

(TRADEMARKS AND TRADEMARK APPLICATIONS)

<u>Title</u>	<u>Application/Registration No.</u>
EAST COAST	918,275
EAST COAST	2,000,128

EXHIBIT A

The Initial Assignment

[See attached.]

NOTICE OF CHANGE OF ADMINISTRATIVE AGENT --

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, MAPCO EXPRESS, INC., a Delaware corporation ("MAPCO") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, for which United States registrations and applications for registration are subsisting, as indicated on Schedule 1A (such marks, applications and registrations, collectively, the "Trademarks");

WHEREAS, MAPCO entered into that certain Credit Agreement dated as of July 31, 2002 (as amended or otherwise modified from time to time) with BANK LEUMI USA, as Administrative Agent for a syndicate of lenders (the "Initial Security Agreement");

WHEREAS, pursuant to the Initial Security Agreement, MAPCO granted a security interest in the Trademarks, together with the goodwill of the business symbolized thereby, to BANK LEUMI USA as Administrative Agent for the syndicate of lenders, on terms and conditions as fully set out in the Initial Security Agreement;

WHEREAS, the security interest in the Trademarks granted to BANK LEUMI USA was recorded in the United States Patent and Trademark Office at Reel 2568, Frame 0599;

WHEREAS, MAPCO has entered into an Amended and Restated Credit Agreement and Guaranty and Collateral Agreement dated as of April 28, 2005 (as amended or otherwise modified from time to time, the "Amended Security Agreement"), with LEHMAN COMMERCIAL PAPER INC., as Administrative Agent for a syndicate of lenders;

WHEREAS, pursuant to the Amended Security Agreement, MAPCO granted a first priority security interest in the Trademarks, together with the goodwill of the business symbolized thereby, to LEHMAN COMMERCIAL PAPER INC. as Administrative Agent for the syndicate of lenders, on terms and conditions as fully set out in the Amended Security Agreement;

WHEREAS, pursuant to the Amended Security Agreement, BANK LEUMI USA entered into that certain Resignation Letter dated as of April 28, 2005 (as amended or otherwise modified from time to time) with MAPCO and LEHMAN COMMERCIAL PAPER INC., (the "Resignation Letter") whereby BANK LEUMI USA resigned as Administrative Agent for the syndicate of lenders and LEHMAN COMMERCIAL PAPER INC. replaced BANK LEUMI USA as Administrative Agent for the syndicate of lenders;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereby agree and confirm that:

1. BANK LEUMI USA has ceased to be the Administrative Agent for the syndicate of lenders pursuant to the Initial Security Agreement as amended by the Amended Security Agreement; and
2. LEHMAN COMMERCIAL PAPER INC. is now the Administrative Agent for the syndicate of lenders pursuant to the Initial Security Agreement as amended by the Amended Security Agreement.


All on the terms and conditions as more fully set out in the Amended Security Agreement and Resignation Letter.

IN WITNESS WHEREOF, the parties have caused this Notice of Change of Administrative Agent -- Assignment for Security (Trademarks) to be duly executed by their officers thereunto duly authorized as of April 28, 2005.

BANK LEUMI USA

By: _____
Name:
Title:

LEHMAN COMMERCIAL PAPER INC.

By: 
Name: Ritam Bhalla
Title: Authorized Signatory

AGREED AND ACKNOWLEDGED:

MAPCO EXPRESS, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Notice of Change of Administrative Agent -- Assignment for Security (Trademarks) to be duly executed by their officers thereunto duly authorized as of April 28 2005.

BANK LEUMI USA

By: _____
Name:
Title:

LEHMAN COMMERCIAL PAPER INC.

By: _____
Name:
Title:

AGREED AND ACKNOWLEDGED:

MAPCO EXPRESS, INC.

By: [Signature]
Name:
Title:

By: [Signature]
Name:
Title:

SCHEDULE 1A TO NOTICE OF CHANGE OF ADMINISTRATIVE AGENT --

ASSIGNMENT FOR SECURITY

(TRADEMARKS AND TRADEMARK APPLICATIONS)

<u>Title</u>	<u>Application/Registration No.</u>
EAST COAST	918,275
EAST COAST	2,000,128
DAVE'S ALL AMERICAN HOT DOGS	75/886,539
KITCHEN COUNTER	2,358,539
MOM'S TO GO	2,363,154