

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Petroleum Tankers LLC		05/17/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon Trust Company, N.A., as Collateral Agent		
Street Address:	525 William Penn Place		
Internal Address:	38th Floor		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15259		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77785727	APT	
Serial Number:	77785721	APT	
Serial Number:	77785728	AMERICAN PETROLEUM TANKERS	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	386424 005		
NAME OF SUBMITTER:	Jean Paterson		

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TRADEMARK
REEL: 004208 FRAME: 0051

Signature:	/jep/
Date:	05/18/2010
Total Attachments: 6 source=5-18-10 American Petroleum-TM#page1.tif source=5-18-10 American Petroleum-TM#page2.tif source=5-18-10 American Petroleum-TM#page3.tif source=5-18-10 American Petroleum-TM#page4.tif source=5-18-10 American Petroleum-TM#page5.tif source=5-18-10 American Petroleum-TM#page6.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of May 17, 2010, by AMERICAN PETROLEUM TANKERS LLC (the "Pledgor"), in favor of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., in its capacity as collateral agent pursuant to the Indenture (in such capacity, the "Collateral Agent").

W i t n e s s e t h:

WHEREAS, the Pledgor is a party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under the Trademarks of such Pledgor listed on Schedule I attached hereto (other than Excluded Assets).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent obligations as to which no claim has been made) and termination of the Security Agreement, or as otherwise provided in the Indenture, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

AMERICAN PETROLEUM TANKERS LLC,
as Pledgor

By: 

Name: Robert K. Kurz

Title: Authorized Signatory

Accepted and Agreed:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Collateral Agent

By: Thomas Provenzano
Name: Thomas J. Provenzano
Title: Vice President

[Trademark Security Agreement]

TRADEMARK
REEL: 004208 FRAME: 0056

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
American Petroleum Tankers LLC	Ser. # 77/785,727	APT, APT
American Petroleum Tankers LLC	Ser. # 77/785,721	APT & Design
American Petroleum Tankers LLC	Ser. # 77/785,728	AMERICAN PETROLEUM TANKERS