

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
C.L. Thomas, Inc.		12/12/2011	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A., as Administrative Agent		
Street Address:	1808 Aston Ave., Suite 250		
Internal Address:	Attn: Andrew Hessick		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92008		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4055123	THOMAS FUELS · LUBRICANTS · CHEMICALS	
Serial Number:	85153526	S SPEEDY STOP	
CORRESPONDENCE DATA			
Fax Number:	(212)506-5151		
Phone:	212-506-5000		
Email:	lpartmann@orrick.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Njoki Gatimu		
Address Line 1:	51 West 52nd Street		
Address Line 2:	Orrick, Herrington & Sutcliffe LLP		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	1696-521/1640		
NAME OF SUBMITTER:	Njoki Gatimu		

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Signature:	/Njoki Gatimu/
Date:	01/12/2012
Total Attachments: 4 source=Grant of Security Interest -- C.L. Thomas#page1.tif source=Grant of Security Interest -- C.L. Thomas#page2.tif source=Grant of Security Interest -- C.L. Thomas#page3.tif source=Grant of Security Interest -- C.L. Thomas#page4.tif	

GRANT OF SECURITY INTEREST

(TRADEMARKS)

THIS GRANT OF SECURITY INTEREST, dated as of December 12, 2011 is executed by C.L. THOMAS, INC., a Texas corporation (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as the Administrative Agent (in such capacity, the "Administrative Agent") for the financial institutions which are from time to time parties to the Credit Agreement referred to in Recital A below (collectively, the "Lenders").

A. Pursuant to that certain Amended and Restated Credit Agreement, dated as of December 12, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, THOMAS FUELS, LUBRICANTS & CHEMICALS, INC., a Texas corporation, SPEEDY STOP FOOD STORES, LLC, a Texas limited liability company, THOMAS PETROLEUM, LLC, a Texas limited liability company, THOMAS FOODS, LLC, a Texas limited liability company, and THOMAS WEST FUELS, LUBRICANTS & CHEMICALS, LLC, a Utah limited liability company, the Lenders and Administrative Agent, the Lenders have agreed to extend loans and other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein.

B. The Grantor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. The Grantor and other entities party thereto from time to time have entered into an Amended and Restated In , 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Administrative Agent (for the benefit of the Secured Parties (as defined in the Credit Agreement)).

D. Pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent (for the benefit of the Secured Parties (as defined in the Credit Agreement)) a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Administrative Agent for the benefit of the Secured Parties (as defined in the Credit Agreement) a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted hereby are

more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent's address is:

Wells Fargo Bank, National Association
1808 Aston Ave., Suite 250
Carlsbad, CA 92008
Attn: Andrew Hessick
Tel: (760) 918-2733
Fax: (760) 918-2727
E-mail: andrew.c.hessick@wellsfargo.com

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

C.L. THOMAS, INC.,
a Texas corporation

By: 

Name: Clifton L. Thomas, Jr.


Title: Secretary

[Signature Page to Grant of Security Interest]

TRADEMARK
REEL: 004697 FRAME: 0686


SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Mark	Registration Number	Registration Date	Status
	4,055,123	November 15, 2011	Registered

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Mark	Serial Number	Filing Date	Status
	85/153,526	October 15, 2010	Pending – Use Based