

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon Trust Company, N.A.		04/02/2013	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	American Petroleum Tankers LLC		
Street Address:	345 Park Avenue, 29th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10154		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3794881	APT	
Registration Number:	3851295	APT	
Registration Number:	3797816	AMERICAN PETROLEUM TANKERS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-701-3365		
Email:	david.adams@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera		

Signature:	/david adams TR/
Date:	04/02/2013
Total Attachments: 4 source=36 - Trademark Release Executed Copy#page1.tif source=36 - Trademark Release Executed Copy#page2.tif source=36 - Trademark Release Executed Copy#page3.tif source=36 - Trademark Release Executed Copy#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of April 2, 2013 and granted by The Bank of New York Mellon Trust Company, N.A., in its capacity as collateral agent (in such capacity, the “Agent”) pursuant to the Security Agreement dated as of May 17, 2010 among American Petroleum Tankers Parent LLC (the “Issuer”), AP Tankers Co. (the “Co-Issuer”) and the guarantors party thereto (each a “Pledgor” and together with the Borrower and the Co-Issuer, the “Pledgors”), and the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) and the Trademark Security Agreement dated as of May 17, 2010 among the Pledgors party thereto, and the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement” and together with the Security Agreement, the “Security Agreements”), in favor of the Pledgors. Capitalized terms used but not otherwise defined herein have the meanings set forth in the Security Agreement.

WHEREAS, pursuant to the terms and conditions of the Security Agreements, each Pledgor granted to the Agent a lien on and security interest in and to all of their right, title and interest in, to and under the Trademarks of such Pledgor listed on Schedule I attached hereto (the “Trademark Collateral”);

WHEREAS the Trademark Security Agreement has been recorded with the Assignment Division of the U.S. Patent and Trademark Office on May 18, 2010 at Reel 004208 and Frame 0051; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates, cancels, re-pledges, reassigns and releases, without representation, warranty or recourse, to the Pledgors any and all liens and security interests it has against the Trademark Collateral.

Agent hereby agrees, at Pledgors’ sole cost and expense, to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably requested if it to effect the release of the security interests in the Trademark Collateral contemplated hereby.

Agent and each Pledgor authorize and request that the Commissioner for Trademarks and any other applicable government officer record this Release. This Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. This Release shall be construed in accordance with and governed by the law of the State of New York.

(Signature page follows)

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

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

By: 

Name: Lawrence M. Kusch

Title: Vice President

[Trademark Release Signature Page]

TRADEMARK
REEL: 004996 FRAME: 0348

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations:

Owner	Application No. Reg. No.	Mark
American Petroleum Tankers LLC	Ser. # 77/785,727 Reg. No. 3,794,881	APT, APT
American Petroleum Tankers LLC	Ser. # 77/785,721 Reg. No. 3,851,295	APT & Design
American Petroleum Tankers LLC	Ser. # 77/785,728 Reg. No. 3,797,816	AMERICAN PETROLEUM TANKERS