

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337105

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RS Fuels, Inc.		03/31/2015	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national banking association: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4449991	RS FUELS	
CORRESPONDENCE DATA			
Fax Number:	3128761155		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-627-2144		
Email:	pfossier@dykema.com		
Correspondent Name:	Mary Alice Flavin		
Address Line 1:	Dykema Gossett PLLC		
Address Line 2:	10 S. Wacker Dr., Suite 300		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	102889-0037		
NAME OF SUBMITTER:	Patricia Fossier		
SIGNATURE:	/Patricia Fossier/		
DATE SIGNED:	04/02/2015		
Total Attachments: 5			
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**SHORT FORM
TRADEMARK SECURITY AGREEMENT**

THIS SHORT FORM TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of March 31, 2015, is by RS Fuels, Inc., an Illinois corporation (the "Grantor"), in favor of BMO HARRIS BANK N.A., a national banking association, for itself and its Subsidiaries and Affiliates (collectively, the "Grantee").

WITNESSETH:

WHEREAS, the Grantor, Riteline Properties LLC, an Illinois limited liability company, Stambolic R E LLC, an Illinois limited liability company, Kenosha RE LLC, an Illinois limited liability company R. S. Enterprises of Illinois, Inc., an Illinois corporation, RS Wisconsin, Inc., an Illinois corporation and RBO LLC, an Illinois limited liability company (collectively, the "Borrowers") have entered into that certain Credit Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time and in effect, the "Credit Agreement") with the Grantee, pursuant to which the Grantee has agreed to make certain loans and other financial accommodations to the Grantor and the other Borrowers;

WHEREAS, in connection with the Credit Agreement, the Borrowers and the Grantee have entered into that certain General Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Grantee to enter into the Credit Agreement and to induce the Grantee to make extensions of credit to the Grantor and the other Borrowers pursuant to the Credit Agreement, the Grantor hereby agrees with the Grantee as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the indebtedness secured by the Security Agreement, hereby mortgages and pledges to the Grantee and grants to the Grantee a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

2.1 all of its trademarks, including, without limitation, those referred to on Schedule 1 hereto;

2.2 all goodwill of the business connected with the use of, and symbolized by, each trademark; and

2.3 all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.

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 Grantee as set forth and pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Interpretive Provisions. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the word "Grantor" shall be so construed.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

[Remainder of page intentionally left blank; signature page follows]

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

RS FUELS, INC., an Illinois corporation

By: Byron D Ross

Name: Byron Rossin

Title: Authorized Signatory

Acknowledged:

BMO HARRIS BANK N.A.

By: _____

Name: Ryan M. Fuelling

Title: Vice President

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

RS FUELS, INC., an Illinois corporation

By: _____

Name: Byron Rossin

Title: Authorized Signatory

Acknowledged:

BMO HARRIS BANK N.A.

By: _____

Name: Ryan M. Fuelling

Title: Vice President

**SCHEDULE I
TO
SHORT FORM TRADEMARK SECURITY AGREEMENT**

Mark	Filing Date	Serial Number	Registration Number	Int. Class	Applicant	Assignees (if any)	Status
RS FUELS	11-Oct-2012	85-752,210	4,449,991	39	RS FUELS, INC.	None	Registered December 17, 2013