

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480555

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Petroleum Heat and Power Co., Inc.		07/02/2018	Corporation: MINNESOTA
Star Group, L.P.		07/02/2018	Limited Partnership: DELAWARE
Richland Partners, LLC		07/02/2018	Limited Liability Company: PENNSYLVANIA
Champion Energy LLC		07/02/2018	Limited Liability Company: DELAWARE
Petro Holdings, Inc.		07/02/2018	Corporation: MINNESOTA
Griffith Energy Services, Inc.		07/02/2018	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as collateral agent
Street Address:	MC: NY1-C413
Internal Address:	4 Chase Metrotech Center
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11245-0001
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3514854	PETRO
Registration Number:	4026203	PETRO
Registration Number:	3421803	SURE START
Registration Number:	3678856	LEFFLER ENERGY
Registration Number:	3851247	FOUR POINTS
Registration Number:	3846285	FOUR POINTS
Registration Number:	4227317	RYE ENERGY
Registration Number:	4134946	
Registration Number:	4141899	HOFFMAN ENERGY
Registration Number:	4661654	C. HOFFBERGER EASTERN ENERGY
Registration Number:	4141901	J.J. SKELTON ENERGY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4134984	HOFFMAN
Registration Number:	5170493	SOUTHERN PROPANE
Registration Number:	5170490	MOUNTAIN GAS
Registration Number:	4117629	GRIFFITH ENERGY SERVICES, INC. DOGGONE D
Registration Number:	3872078	OIL
Serial Number:	87581694	HARMONY
Serial Number:	87598930	

CORRESPONDENCE DATA

Fax Number: 2124552502

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.

Phone: 2124553222

Email: jnull@stblaw.com

Correspondent Name: Alexander Raytman

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, CALIFORNIA 10017

ATTORNEY DOCKET NUMBER:	509265/1591
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	07/03/2018

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of July 2, 2018 is made by Petroleum Heat and Power Co., Inc., a Minnesota Corporation, Star Group, L.P., a Delaware Limited Partnership, Richland Partners, LLC, a Pennsylvania Limited Liability Company, Champion Energy LLC, a Delaware Limited Liability Company, Petro Holdings, Inc., a Minnesota Corporation, and Griffith Energy Services, Inc., a New York Corporation, (each a “Grantor” and, collectively the “Grantors”), in favor of JPMorgan Chase Bank, N.A., a national banking association, as collateral agent (the “Collateral Agent”) for the Secured Parties to the Credit Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 17, 2004, among the Borrower, the Grantors, the Lenders, other parties from time to time thereto, and the Collateral Agent (as amended and restated on July 30, 2015 and July 2, 2018, and together with all amendments and modifications, if any, from time to time made thereto, the “Credit Agreement”), the Secured Parties have severally agreed to extend credit and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower, the Grantors and other parties from time to time thereto have executed and delivered a Pledge and Security Agreement, dated as of December 17, 2004, in favor of the Collateral Agent, as secured party (as amended and restated on July 30, 2015 and July 2, 2018, and together with all amendments and modifications, if any, from time to time made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors pledged and granted to the Collateral Agent on behalf of and for the benefit of the Secured Parties a continuing security interest in all Intellectual Property Rights, including the Trademarks; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Parties to extend credit and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantors and the Collateral Agent, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantors hereby pledge and grant a continuing security interest in all of its right, title and interest in, to and under all the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Collateral Agent

on behalf of and for the benefit of the Secured Parties to secure the prompt and complete payment and performance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PETROLEUM HEAT AND POWER CO.
INC., as Grantor

By: 
Name: Richard F. Ambury
Title: Chief Financial Officer

STAR GROUP, L.P.,
as Grantor


By: Kestrel Heat, LLC, its general partner

By: 
Name: Richard F. Ambury
Title: Chief Financial Officer


RICHLAND PARTNERS, LLC, as
Grantor

By: 
Name: Richard F. Ambury
Title: Chief Financial Officer

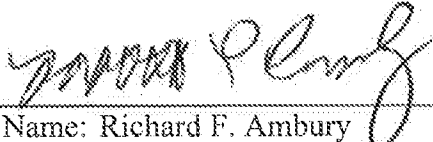
CHAMPION ENERGY LLC
as Grantor

By: 
Name: Richard F. Ambury
Title: Chief Financial Officer

PETRO HOLDINGS, INC. as Grantor

By: 
Name: Richard F. Ambury
Title: Chief Financial Officer

GRIFFITH ENERGY SERVICES, INC.,
as Grantor

By: 
Name: Richard F. Ambury
Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A., as
Collateral Agent

by

Donna DiForio

Name:

Title:

Donna DiForio
Authorized Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006371 FRAME: 0850

SCHEDULE A**U.S. Trademarks Registrations and Applications**

<u>Trademark</u>	<u>Owner</u>	<u>Registration or Serial Number</u>
PETRO and Design	Petroleum Heat and Power Co., Inc.	3,514,854
PETRO (Word Mark)	Petroleum Heat and Power Co., Inc.	4,026,203
SURE START	Star Group , L.P.	3,421,803
LEFFLER ENERGY (Word mark)	Richland Partners, LLC	3,678,856
FOUR POINTS	Petroleum Heat and Power Co., Inc.	3,851,247
FOUR POINTS and Design	Petroleum Heat & Power Co., Inc.	3,846,285
RYE ENERGY and Design	Petroleum Heat & Power Co., Inc.,	4,227,317
SUNBURST Design	Champion Energy LLC	4,134,946
HOFFMAN ENERGY and Design	Champion Energy LLC	4,141,899
C. HOFFBERGER EASTERN ENERGY and Design	Champion Energy LLC	4,661,654
J.J. SKELTON ENERGY and Design	Champion Energy LLC	4,141,901
HOFFMAN Design	Champion Energy LLC	4,134,984
Harmony	Petro Holdings, Inc.	87/581,694
Design only	Petroleum Heat & Power Co., Inc.	87/598,930
Design only	Petroleum Heat & Power Co., Inc.	5,170,493
Design only	Petroleum Heat & Power Co., Inc.	5,170,490
Design only	Petroleum Heat & Power Co., Inc.	4,026,203
Doggone Dependable and design	Griffith Energy Services, Inc.	4,117,629
Lisa and the Dog and design	Griffith Energy Services, Inc.	3,872,078