

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Giant Industries Arizona, Inc.	07/05/2007
RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as Administrative Agent
Street Address:	901 Main Street
Internal Address:	TX1-492-14-11
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10600150
CORRESPONDENCE DATA	
Fax Number:	(214)200-0853
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7135472156
Email:	laniers@haynesboone.com
Correspondent Name:	Haynes and Boone, LLP, N. Alex Nolte
Address Line 1:	901 Main Street
Address Line 2:	Suite 3100
Address Line 4:	Dallas, TEXAS 75202
ATTORNEY DOCKET NUMBER:	17997.987
NAME OF SUBMITTER:	N. Alexander Nolte

Total Attachments: 6
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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of July 5, 2007, by each of the entities listed on the signature pages hereof or which becomes a party hereto pursuant to the Security Agreement referred to below (each a "**Grantor**" and, collectively, the "**Grantors**"), in favor of BANK OF AMERICA, N.A., a national banking association, in its capacity as Administrative Agent for the benefit of itself and the Lenders (hereinafter defined) as "**Secured Party**."

W I T N E S S E T H:

WHEREAS, pursuant to the Term Loan Credit Agreement, dated as of May 31, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") among Western Refining, Inc., Bank of America, N.A., as Administrative Agent, and the banks and other financial institutions (the "**Lenders**") from time to time parties thereto, the Lenders have severally agreed to make extensions of credit to Western Refining, Inc. upon the terms and subject to the conditions set forth therein; and

WHEREAS, all of the Grantors have guaranteed the Obligations pursuant to the Continuing Guaranty dated as of even date herewith; and

WHEREAS, all of the Grantors are party to that certain Security Agreement dated as of even date herewith by the Grantors in favor of the Secured Party for the benefit of itself and the Lenders (as it may be amended, restated, or otherwise modified from time to time, the "**Security Agreement**"), pursuant to which the Grantors are required to execute and deliver this Copyright Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Western Refining, Inc. thereunder, each Grantor hereby agrees with the Secured Party as follows:

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

Section 2. Grant of Security Interest in Patent Collateral. Each 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 Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Secured Party for its benefit and the benefit of the Lenders, and grants to the Secured Party for its benefit and the benefit of the Lenders a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "**Patent Collateral**"):

(a) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule I hereto (as such Schedule may be amended from time to time by the addition of Patents and Patent Licenses, subsequently created or acquired, by execution of a supplement in substantially the same form of Exhibit A attached hereto);

(b) all reissues, continuations or extensions of the foregoing; and

(c) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent licensed under any Patent License.

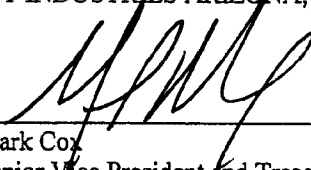
Section 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Secured Party pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Patent 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.

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS**

Very truly yours,

GIANT INDUSTRIES ARIZONA, INC.

By: 
Mark Cox
Senior Vice President and Treasurer

Accepted and Agreed:
BANK OF AMERICA, N.A., as Administrative Agent,
as Secured Party

By: _____
Ronald E. McKaig
Senior Vice President

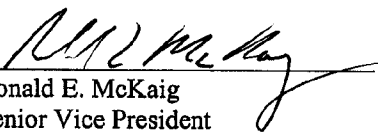
Signature Page to Patent Security Agreement
Giant Arizona (Term)

Very truly yours,

GIANT INDUSTRIES ARIZONA, INC.

By: _____
Mark Cox
Senior Vice President and Treasurer

Accepted and Agreed:
BANK OF AMERICA, N.A., as Administrative Agent,
as Secured Party

By: 
Ronald E. McKaig
Senior Vice President

Signature Page to Patent Security Agreement
Giant Arizona (Term)

ACKNOWLEDGEMENT OF GRANTOR

STATE OF ARIZONA)
)
COUNTY OF MARICOPA) ss.

On this 36th day of June, 2007 before me personally appeared Mark Cox, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Giant Industries Arizona, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Karen Slaney
Notary Public



Signature Page to Patent Security Agreement
Giant Arizona (Term)

Schedule I
to
Patent Security Agreement
Patent Registrations

PATENT APPLICATIONS:

U.S. Patent Application Serial No. 10/600,150

H-667754.1

Schedule I to Patent Security Agreement
Giant Arizona (Term)