

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
Bank of America, N.A.	04/11/2013
RECEIVING PARTY DATA	
Name:	Western Refining Southwest, Inc.
Street Address:	1250 W. Washington St., Suite 101
City:	Tempe
State/Country:	ARIZONA
Postal Code:	85281
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10600150
CORRESPONDENCE DATA	
Fax Number:	2149997919
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	214-220-7919
Email:	jucooper@velaw.com
Correspondent Name:	Julie H. Cooper
Address Line 1:	2001 Ross Avenue, Suite 3700
Address Line 4:	Dallas, TEXAS 75201
NAME OF SUBMITTER:	Julie H. Cooper
Signature:	/Julie H Cooper/
Date:	04/22/2013
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 4 source=Patent Release Western Refining Southwest Inc (Executed)#page1.tif source=Patent Release Western Refining Southwest Inc (Executed)#page2.tif source=Patent Release Western Refining Southwest Inc (Executed)#page3.tif source=Patent Release Western Refining Southwest Inc (Executed)#page4.tif	

OP \$40.00 10600150

Release of Security Interest in Patent Collateral

WHEREAS, by a certain Patent Security Agreement (as amended, amended and restated, supplemented or otherwise modified prior to the date hereof, the “**Agreement**”; terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Agreement) effective as of May 31, 2007 by Western Refining Southwest, Inc., an Arizona corporation (f/k/a/ Giant Industries Arizona, Inc.) (the “**Grantor**”), in favor of Bank of America, N.A. (the “**Secured Party**”), which Agreement was recorded with the United States Patent and Trademark Office (the “**USPTO**”) on July 18, 2007 on reel 019569 frame 0035, Grantor pledged and granted to the Secured Party, a lien on and security interest in, all of its right, title and interest in, to and under all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule I hereto, all reissues, continuation or extensions of the foregoing, and all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any Patent or Patent licensed under any Patent Licenses (collectively, the “**Patent Collateral**”);

WHEREAS, the Secured Party has agreed at the request of the Grantor to release its security interest in and lien on the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. *Release of Security Interest in Patent Collateral.*

(a) The Secured Party hereby terminates the Agreement and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Patent Collateral.

(b) If and to the extent the Secured Party has acquired any right, title or interest in, to or under any of the Patent Collateral, the Secured Party hereby assigns, transfers, conveys and delivers such right, title or interest to the Grantor, except for any license granted to Secured Party under the Credit Agreement and the Security Agreement to use any of the Patent Collateral in connection with the exercise of Secured Party’s rights and remedies with respect to any Collateral, which license shall remain in effect.

(c) The Secured Party shall take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Release, in each case at the Grantor’s sole expense.

SECTION 2. *Recordation of Release.* The Secured Party hereby authorizes and requests that the Commissioner for Patents in the USPTO, and any other necessary United States government officer, record this Release; it being understood that such recordation shall be at the Grantor’s sole expense.

SECTION 3. *Counterparts.* 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.

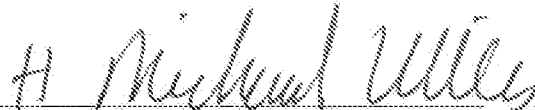
SECTION 4. *Governing Law.* This Release shall be governed by and construed in accordance with the laws of the State of New York.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Release effective on the date set forth below.

Dated: April 11, 2013

BANK OF AMERICA, N.A., as Secured
Party

By: 
Name: H. Michael Wills
Title: Senior Vice President

Schedule I

Patents

WESTERN REFINING SOUTHWEST, INC.

PATENT APPLICATIONS

Patent Name	Application Number	Application Date
Low-Leakage Valve Apparatus	10600150	June 19, 2003

SCHEDULE I

TO

RELEASE OF SECURITY INTEREST IN PATENT COLLATERAL