

TRADEMARK ASSIGNMENT

05/02/2011

Electronic Version v1.1
 Stylesheet Version v1.1



103624311

02-11-2011

SUBMISSION TYPE:		NEW ASSIGNMENT													
NATURE OF CONVEYANCE:		SECURITY INTEREST													
CONVEYING PARTY DATA															
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Delaware City Refining Company LLC</td> <td></td> <td>12/17/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Delaware City Refining Company LLC		12/17/2010	LIMITED LIABILITY COMPANY: DELAWARE				
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RECEIVING PARTY DATA															
<table border="1"> <tr> <td>Name:</td> <td>UBS AG, Stamford Branch, as Agent</td> </tr> <tr> <td>Street Address:</td> <td>677 Washington Blvd.</td> </tr> <tr> <td>City:</td> <td>Stamford</td> </tr> <tr> <td>State/Country:</td> <td>CONNECTICUT</td> </tr> <tr> <td>Postal Code:</td> <td>06901</td> </tr> <tr> <td>Entity Type:</td> <td>The Connecticut-based, capital markets focused arm of UBS AG, a Swiss financial services company, regulated in the United States by the Federal Reserve:</td> </tr> </table>				Name:	UBS AG, Stamford Branch, as Agent	Street Address:	677 Washington Blvd.	City:	Stamford	State/Country:	CONNECTICUT	Postal Code:	06901	Entity Type:	The Connecticut-based, capital markets focused arm of UBS AG, a Swiss financial services company, regulated in the United States by the Federal Reserve:
Name:	UBS AG, Stamford Branch, as Agent														
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PROPERTY NUMBERS Total: 1															
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Serial Number:</td> <td>85059959</td> <td>DELAWARE CITY REFINING COMPANY</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Serial Number:	85059959	DELAWARE CITY REFINING COMPANY						
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Serial Number:	85059959	DELAWARE CITY REFINING COMPANY													
CORRESPONDENCE DATA															
Fax Number: (312)558-5700 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 312 558-6352 Email: lkonrath@winston.com Correspondent Name: Laura Konrath Address Line 1: 35 W Wacker Drive Address Line 2: Winston & Strawn LLP, Suite 2800 Address Line 4: Chicago, ILLINOIS 60601															
ATTORNEY DOCKET NUMBER:		83507-47													
NAME OF SUBMITTER:		Laura Konrath													
Signature:		/Laura Konrath/													

CH \$40.00 85059959

Date:

02/11/2011

Total Attachments: 5

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of December 17, 2010, by Delaware City Refining Company LLC (the "Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Term Loan Security Agreement, dated as of December 17, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral Pledgor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of Pledgor:

- (a) Trademarks of Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

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 Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks 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 the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than Unasserted Contingent Obligations (as defined in the Credit Agreement)) and

termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

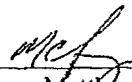
SECTION 5. Counterparts; Governing Law. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. This Trademark Security Agreement shall be governed by the laws of the State of New York.

[Signature Page Follows]

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

Very truly yours,

**DELAWARE CITY REFINING COMPANY
LLC**

By:  _____
Name: Matthew Lucey
Title: Chief Financial Officer

[SIGNATURE PAGE TO DELAWARE CITY REFINING COMPANY LLC TRADEMARK SECURITY AGREEMENT –
TERM LOAN]

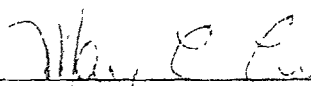
**TRADEMARK
REEL: 004538 FRAME: 0647**

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,


as Agent

By:


Name: Mary E. Evans

Title: Associate Director

By:


Name: Irja R. Otsa

Title: Associate Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
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Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Delaware City Refining Company LLC	85/059959	DELAWARE CITY REFINING COMPANY (Stylized) & Half Circle Design