

10/19/2011



103634729

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Western Refining Southwest, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Arizona
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) September 22, 2011

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A.

Internal

Address: TX1-492-14-11

Street Address: 901 Main Street, 11th Floor

City: Dallas

State: Texas

Country: USA Zip: 75202

- Association Citizenship national banking - US
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

3826605; 3948553 (see Schedule I attached hereto)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Southwest Kitchen; Southwest Kitchen & Design

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Julie H. Cooper

Internal Address: _____

Street Address: 2001 Ross Avenue, Suite 3700

City: Dallas

State: Texas Zip: 75201

Phone Number: 214-220-7919

Fax Number: 214-999-7919

Email Address: jcooper@velaw.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number: TIMBERL 00000011 3826605

Authorized User Name: _____

10/14/2011

Date

9. Signature:

Julie H. Cooper
Signature

Julie H. Cooper

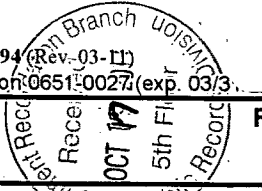
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

10/17/11



Schedule I
to
Trademark Security Agreement
Trademark Registrations

A. REGISTERED TRADEMARKS:

Trademark Name	Registration Number	Registration Date
SOUTHWEST KITCHEN	3826605	July 27, 2010
SOUTHWEST KITCHEN & Design	3948553	April 19, 2011

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 22, 2011, by WESTERN REFINING SOUTHWEST, INC., an Arizona corporation, and each of the other 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), the Lender Swap Providers (as such term is defined in the Credit Agreement referred to below) and the Cash Management Banks (as such term is defined in the Credit Agreement referred to below) as "**Secured Party**."

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Revolving Credit Agreement, dated as of September 22, 2011 (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;

WHEREAS, all of the Grantors have guaranteed the Obligations pursuant to the Continuing Guaranty dated as of May 31, 2007; and

WHEREAS, all of the Grantors are party to that certain Amended and Restated Security Agreement dated as of July 5, 2007 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 Trademark 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 Trademark 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, the Lender Swap Providers and the Cash Management Banks, and grants to the Secured Party for its benefit and the benefit of the Lenders, the Lender Swap Providers and the Cash Management Banks 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 "**Trademark Collateral**"):

(a) all of its Trademarks and Trademark 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 Trademarks and Trademark licenses, subsequently created or acquired, by execution of a supplement in form and substance reasonably satisfactory to the Secured Party);

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark license; and

(d) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark license or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark license.

Section 3 Security Agreement. The security interest granted pursuant to this Trademark 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 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.

[Signature pages follow]

IN WITNESS WHEREOF, each Grantor 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,

WESTERN REFINING SOUTHWEST, INC., an
Arizona corporation

By: 

Name: Jeffrey S. Beyersdorfer

Title: Sr. VP-Treasurer & Asst. Secretary

Accepted and Agreed:

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

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

ACKNOWLEDGEMENT OF GRANTOR

STATE OF TEXAS

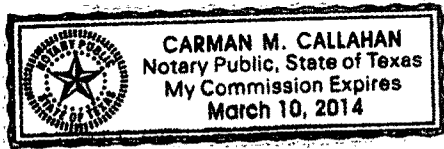
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COUNTY OF EL PASO

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This instrument was acknowledged before me on this 21 day of September, 2011, by Jeffrey S. Beyersdorfer, Sr. Vice President – Treasurer and Assistant Secretary of Western Refining Southwest, Inc., an Arizona corporation.



WITNESS my hand and official seal.

Carman M. Callahan
Notary Public

[NOTARIAL SEAL]

My commission expires:

3/10/14

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