

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PBF Investments LLC		02/09/2012	LIMITED LIABILITY COMPANY: DELAWARE
Paulsboro Refining Company LLC		02/09/2012	LIMITED LIABILITY COMPANY: DELAWARE
Delaware City Refining Company LLC		02/09/2012	LIMITED LIABILITY COMPANY: DELAWARE
Toledo Refining Company LLC		02/09/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas, as Agent
Street Address:	60 Wall Street, MSNYC60-2710
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3971638	PBF ENERGY
Registration Number:	4041072	PAULSBORO REFINING COMPANY
Registration Number:	4040499	DELAWARE CITY REFINING COMPANY
Registration Number:	4040498	DELAWARE PIPELINE COMPANY
Serial Number:	77450012	PBF ENERGY
Serial Number:	85502529	PBF ENERGY
Serial Number:	85262230	TOLEDO REFINING COMPANY

CORRESPONDENCE DATA

Fax Number: (212)656-1342
Phone: 212-701-3345
Email: david.adams@thomsonreuters.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: James P. Murphy, Legal Assistant
Address Line 1: 80 Pine Street
Address Line 2: Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	James Murphy
Signature:	/david adams TR/
Date:	02/10/2012

Total Attachments: 8
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Trademark Security Agreement

Trademark Security Agreement, dated as of February 9, 2012, by the undersigned (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as notes collateral agent pursuant to the Indenture (in such capacity, the “Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement, dated as of February 9, 2012 (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 Pledgors are 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 Indenture, the Pledgors hereby agree 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. Each 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 such Pledgor:

- (a) Trademarks of such 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 Pledgors hereby acknowledge and affirm 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 and termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form delivered to it by the Pledgors and

reasonably acceptable to it, 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, each 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,

PBF INVESTMENTS LLC,
as a Pledgor

By: 

Name: Jeffrey Dill
Title: Senior Vice President, General
Counsel, Secretary

PAULSBORO REFINING COMPANY LLC,
as a Pledgor

By: 

Name: Jeffrey Dill
Title: Senior Vice President, General
Counsel, Secretary

TOLEDO REFINING COMPANY LLC,
as a Pledgor

By: 

Name: Jeffrey Dill
Title: Senior Vice President, General
Counsel, Secretary

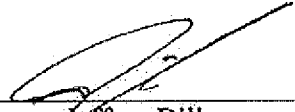
DELAWARE PIPELINE COMPANY LLC,
as a Pledgor

By: 

Name: Jeffrey Dill
Title: Senior Vice President, General
Counsel, Secretary

**DELAWARE CITY REFINING COMPANY
LLC, as a Pledgor**

By:


Name: Jeffrey Dill
Title: Senior Vice President, General
Counsel, Secretary

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Agent

By: Deutsche Bank National Trust Company

By: Linda Reale

Name: Linda Reale
Title: Vice President

By: Wanda Camacho

Name: Wanda Camacho
Title: Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004715 FRAME: 0327

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	MARK
PBF Investments LLC	3,971,638	PBF ENERGY (Stylized)
Paulsboro Refining Company LLC	4,041,072	PAULSBORO REFINING COMPANY (Stylized)
Delaware City Refining Company LLC	4,040,499	DELAWARE CITY REFINING COMPANY (Stylized)
Delaware Pipeline Company LLC	4,040,498	DELAWARE PIPELINE COMPANY (Stylized)

Trademark Applications:

OWNER	APPLICATION NUMBER	MARK
PBF Investments LLC	77/450,012	PBF ENERGY (Stylized)
PBF Investments LLC	85/502,529	PBF ENERGY
Toledo Refining Company LLC	85/262,230	TOLEDO REFINING COMPANY (Stylized)