

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
Alon USA, LP		11/13/2012	LIMITED PARTNERSHIP: TEXAS
Alon Asphalt Bakersfield, Inc.		11/13/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
Street Address:	ELEVEN MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK: SWITZERLAND

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2871870	
Registration Number:	3077799	VALIDUS
Registration Number:	3077800	CONVENIENCE, PLAIN AND SIMPLE.
Registration Number:	3088821	CONVENIENCIA, SENCILLA Y SIMPLE.
Registration Number:	3750184	YOU
Registration Number:	2495313	TOPEIN
Registration Number:	3019649	
Registration Number:	3019650	
Serial Number:	85465929	ALON
Serial Number:	85465926	ALON
Serial Number:	85465936	ALON

CORRESPONDENCE DATA

Fax Number: 8668265420

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

Phone: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	38278
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	12/11/2012

Total Attachments: 11
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PATENT AND TRADEMARK SECURITY AGREEMENT dated as of November 13, 2012 (this “**Agreement**”), among ALON USA ENERGY, INC., a Delaware corporation (the “**Borrower**”), ALON USA PARTNERS, LP, a Delaware limited partnership (the “**Partnership**”), certain other SUBSIDIARIES of the Borrower party hereto (together with the Borrower and the Partnership, the “**Grantors**”) and CREDIT SUISSE AG (“**CS**”), as Collateral Agent.

Reference is made to (a) the Credit and Guaranty Agreement dated as of November 13, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, the Partnership, certain other Subsidiaries of the Borrower party thereto, the Lenders party thereto and CS, as Administrative Agent and Collateral Agent, and (b) the Pledge and Security Agreement dated as of November 13, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), among the Borrower, the Partnership, certain other Subsidiaries of the Borrower party thereto and CS, as the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors (other than the Borrower) are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Pledge and Security Agreement, as applicable. The rules of construction specified in Section 1.3 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. Each Grantor, as security for the payment or performance, as the case may be, in full of such Grantor’s Obligations, pursuant to the Pledge and Security Agreement did, and hereby does, grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “**Patent and Trademark Collateral**”):

(a) (i) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar office in any other country, including those listed on Schedule I hereto, and (ii) all reissues, continuations, divisions, continuations-in-part,

renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein; and

(b) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar office in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II hereto, and (ii) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Pledge and Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Pledge and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. Intercreditor Agreements. (a) Reference is made to the Existing IDB Intercreditor Agreement. Notwithstanding any other provision contained herein, this Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Existing IDB Intercreditor Agreement and, to the extent provided therein, the applicable Senior Obligations Security Documents (as defined in the Existing IDB Intercreditor Agreement). In the event of any conflict or inconsistency between the provisions of this Agreement and the Existing IDB Intercreditor Agreement, the provisions of the Existing IDB Intercreditor Agreement shall control.

(b) Notwithstanding anything herein to the contrary, the lien and security interest granted pursuant to this Agreement and the exercise of any right or remedy hereunder are subject to the provisions of the Intercreditor Agreement dated as of November 13, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "*Intercreditor Agreement*"), among Credit Suisse AG, in its capacity as collateral agent for, and acting on behalf of, the Term Secured Parties identified therein,

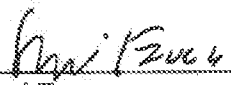
each Revolving Collateral Agent (as defined therein) from time to time party thereto, each Commodity Hedging Secured Party (as defined therein) from time to time party thereto and each S&O Secured Party (as defined therein) from time to time party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

(c) In the event the Collateral Agent becomes a party to any other Permitted Intercreditor Agreement, the Collateral Agent may amend this Section 5 to add any legend required to be set forth herein pursuant to such Permitted Intercreditor Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ALON USA ENERGY, INC.,

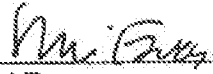
by


Name: Shai Even
Title: Senior Vice President and Chief
Financial Officer

ALON USA PARTNERS, LP.,

by Alon USA Partners GP, LLC, its general partner

by


Name: Shai Even
Title: Senior Vice President and Chief
Financial Officer

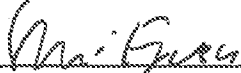
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ALON USA, INC.,
ALON USA CAPITAL, INC.,
ALON USA OPERATING, INC.,
ALON ASSETS, INC.,
ALON PARAMOUNT HOLDINGS, INC.,
ALON USA PARTNERS GP, LLC
ALON USA GP, LLC,
ALON USA REFINING, INC.,
ALON USA DELAWARE, LLC,
PARAMOUNT OF OREGON, LLC,
PARAMOUNT OF WASHINGTON, LLC,
ALON ASPHALT BAKERSFIELD, INC.,
ALON CRUDE PIPELINE, LLC,
PARAMOUNT PETROLEUM
CORPORATION,
PARAMOUNT PETROLEUM
CORPORATION OF ARIZONA, INC.,
ALON BAKERSFIELD PROPERTY, INC.,
EDGINGTON OIL COMPANY, LLC,
ALON TERMINALS, INC.,
ALON SUPPLY, INC.,

by


Name: Shai Even
Title: Senior Vice President, Vice
President and/or Chief Financial Officer,
as applicable

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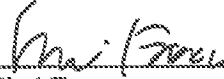
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TRADEMARK
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ALON USA, LP,

by: Alon USA GP, LLC, its general partner

by



Name: Shai Even

Title: Senior Vice President and Chief
Financial Officer

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ALON RENEWABLE FUELS, INC.,

by

Shai Even

Name: Shai Even

Title: Senior Vice President

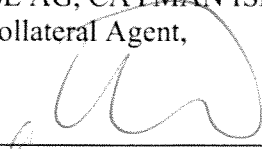
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TRADEMARK
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CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

by



Name: Mikhail Faybusovich
Title: Director

by



Name: **Wei-Jen Yuan**
Title: **Associate**

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SCHEDULE I

Patents Owned by the Grantors

U.S. Patent Registrations

None.

U.S. Published Patent Applications

None.

Non-U.S. Patent Registrations

None.

Non-U.S. Published Patent Applications

None.

SCHEDULE II

Trademarks Owned by the Grantors

U.S. Trademark Registrations

Registered Owner	Mark	Registration number	Registration Date
Alon USA, LP	Miscellaneous Design	2,871,870	08/10/2004
Alon USA, LP	Validus	3,077,799	04/4/2006
Alon USA, LP	Convenience, Plain and Simple	3,077,800	04/4/2006
Alon USA, LP	Convencia, Sencilla y Simple	3,088,821	05/02/2006
Alon USA, LP	You (Design) – the word mark You (stylized letters with shapes)	3,750,184	02/16/2010
Alon Asphalt Bakersfield, Inc.	Topein	2,495,313	10/09/2001
Alon USA, LP, by and through Alon USA GP, LLC	Miscellaneous Design	3,019,649	11/29/2005
Alon USA, LP, by and through Alon USA GP, LLC	Miscellaneous Design	3,019,650	11/29/2005

U.S. Trademark Applications

Applicant	Mark	Application No.	Filing Date
Alon USA, LP, by and through Alon USA GP, LLC	Alon (Block) – the word mark ALON	85/465,929	11/7/2011
Alon USA, LP, by and through Alon USA GP, LLC	Alon (Stylized) – the word mark ALON (stylized letters)	85/465,926	11/7/2011
Alon USA, LP, by and through Alon USA GP, LLC	Alon (Design) for the logo mark Alon (Design)	85/465,936	11/7/2011

Non-U.S. Trademark Registrations

None.

Non-U.S. Trademark Applications

None.