

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST RELEASE

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF NEW YORK MELLON TRUST COMPANY, N.A.		03/25/2013	BANK: UNITED STATES

RECEIVING PARTY DATA	
Name:	WESTERN REFINING, INC.
Street Address:	123 WEST MILLS AVENUE
City:	EL PASO
State/Country:	TEXAS
Postal Code:	79901
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Serial Number:	77413513	WESTERN EXPRESS
Serial Number:	77480430	W

CORRESPONDENCE DATA	
Fax Number:	8004947512
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2023704761
Email:	tfahey@nationalcorp.com
Correspondent Name:	THOMAS FAHEY
Address Line 1:	1100 G Street NW, Suite 420
Address Line 2:	National Corporate Research, Ltd.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F144069
NAME OF SUBMITTER:	KAREN S. COTTRELL

OP \$65.00 77413513

Signature:	/KAREN S. COTTRELL/
Date:	03/27/2013
Total Attachments: 4 source=TCF.release.06.30.2008.western.refining.inc#page2.tif source=TCF.release.06.30.2008.western.refining.inc#page3.tif source=TCF.release.06.30.2008.western.refining.inc#page4.tif source=TCF.release.06.30.2008.western.refining.inc#page5.tif	

Release of Security Interest in Trademark Collateral

WHEREAS, by a certain Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Agreement**”; terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Agreement) effective as of June 30, 2008 by Western Refining, Inc., a Delaware corporation (the “**Grantor**”), in favor of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Collateral Trustee (as successor by assignment to Bank of America, N.A.) (the “**Secured Party**”), which Agreement was recorded with the United States Patent and Trademark Office (the “**USPTO**”) on August 27, 2008 on reel 003843 frame 0632, 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 Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto, all renewals of the foregoing, all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License and all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or 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 (collectively, the “**Trademark Collateral**”).

WHEREAS, the Secured Party has agreed at the request of the Grantor to release its security interest in and lien on the Trademark 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 Trademark 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 Trademark Collateral.
- (b) If and to the extent the Secured Party has acquired any right, title or interest in, to or under any of the Trademark Collateral, the Secured Party hereby assigns, transfers, conveys and delivers such right, title or interest to the Grantor.
- (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 Trademarks 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.

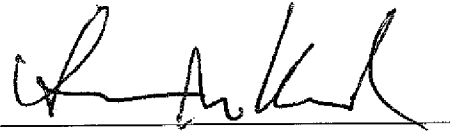
SECTION 4. *Governing Law.* This Release shall be governed by and construed in accordance with the laws of the State of New York.

[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: March 25, 2013

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Secured
Party

By: 

Name: LAWRENCE M. KUSCH
Title: VICE PRESIDENT

*SIGNATURE PAGE TO TRADEMARK RELEASE
(TRADEMARK SECURITY AGREEMENT – JUNE 30, 2008 –
WESTERN REFINING, INC.)*

**TRADEMARK
REEL: 004992 FRAME: 0218**

Schedule I

Trademarks

WESTERN REFINING, INC.

TRADEMARK APPLICATIONS

Trademark Name	Application Number	Application Date
Western Express	77/413,513	March 5, 2008
W	77/480,430	May 21, 2008