

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		04/11/2013	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Western Refining Southwest, Inc.		
Street Address:	1250 W. Washington St., Suite 101		
City:	Tempe		
State/Country:	ARIZONA		
Postal Code:	85281		
Entity Type:	CORPORATION: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3826605	SOUTHWEST KITCHEN	
Registration Number:	3948553	SOUTHWEST KITCHEN	
CORRESPONDENCE DATA			
Fax Number:	2149997919		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	214-220-7919		
Email:	jucooper@velaw.com		
Correspondent Name:	Julie H. Cooper		
Address Line 1:	2001 Ross Avenue, Suite 3700		
Address Line 2:	c/o Vinson & Elkins LLP		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Julie H. Cooper		
Signature:	/julie h cooper/		

OP \$65.00 3826605

Date:

04/26/2013

Total Attachments: 4

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Release of Security Interest in Trademark Collateral

WHEREAS, by a certain Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified prior to the date hereof, the “**Agreement**”; terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Agreement) effective as of September 22, 2011 by Western Refining Southwest, Inc., an Arizona corporation (the “**Grantor**”), in favor of BANK OF AMERICA, N.A. (the “**Secured Party**”), which Agreement was recorded with the United States Patent and Trademark Office (the “**USPTO**”) on October 17, 2011 on reel 4658 frame 0318, 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, except for any license granted to Secured Party under the Credit Agreement and the Security Agreement to use any of the Trademark Collateral in connection with the exercise of Secured Party’s rights and remedies with respect to any Collateral, which license shall remain in effect.

(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.

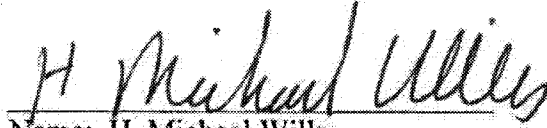
[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Release effective on the date set forth below.

Dated: April 11, 2013

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

By:



Name: H. Michael Wills

Title: Senior Vice President

SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL
(WESTERN REFINING SOUTHWEST, INC.)

TRADEMARK
REEL: 005015 FRAME: 0431

Schedule I

Trademarks

WESTERN REFINING SOUTHWEST, INC.

TRADEMARK REGISTRATIONS

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

SCHEDULE I
TO
RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL
(WESTERN REFINING SOUTHWEST, INC.)