

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468005

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, AS COLLATERAL AGENT		03/30/2018	BANK: SWITZERLAND

RECEIVING PARTY DATA

Name:	ALON USA, LP
Street Address:	12700 PARK CENTRAL DRIVE
Internal Address:	SUITE 1600
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75251
Entity Type:	Limited Partnership: TEXAS
Name:	ALON ASPHALT BAKERSFIELD, INC.
Street Address:	12700 PARK CENTRAL DRIVE
Internal Address:	SUITE 1600
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75251
Entity Type:	Corporation: DELAWARE

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

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 8004947512

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

Phone: 202-370-4750**Email:** ipteam@coagencyglobal.com**Correspondent Name:** Joanna McCall**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** COGENCY GLOBAL INC.**Address Line 4:** Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F176301
NAME OF SUBMITTER:	Annette Vera
SIGNATURE:	/Annette Vera/
DATE SIGNED:	04/02/2018

Total Attachments: 3

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RELEASE OF TRADEMARK SECURITY INTEREST, dated as of March 30, 2018 (this "Release"), by CREDIT SUISSE AG ("CS"), as Collateral Agent. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or the Pledge and Security Agreement, as applicable, referred to below.

A. Reference is made to (a) the Credit and Guaranty Agreement dated as of November 13, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit 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 thereto, the Lenders party thereto and CS as Administrative Agent and Collateral Agent, (b) the Pledge and Security Agreement dated as of November 13, 2012 (as 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 (together with the Borrower and the Partnership, the "Grantors") and CS, as Collateral Agent, and (c) the Patent and Trademark Security Agreement dated as of November 13, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Patent and Trademark Security Agreement" and, together with the Pledge and Security Agreement, the "Security Agreements"), among the Grantors and CS, as Collateral Agent.

B. Pursuant to the Security Agreements, the Grantors granted a security interest to the Collateral Agent, for the benefit of the Secured Parties, in, among other things, the trademarks of the Grantors set forth on Schedule I hereto (the "Trademarks"), which security interest was recorded with the United States Patent and Trademark office on December 12, 2012 at Reel/Frame 4917/0388.

C. In connection with the payment and discharge of all Obligations (as defined in the Pledge and Security Agreement) of the Borrower and the other Loan Parties and the termination of all Commitments under the Credit Agreement, the Grantors have informed the Collateral Agent of their desire that the Collateral Agent, on behalf of the Secured Parties, release all right, title and interest granted to it, for the ratable benefit of the Secured Parties, under the Security Agreements in and to the Trademarks.

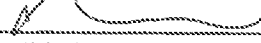
Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates, releases and discharges any and all security interests it has in the Trademarks and reassigns all right, title and interest it has in the Trademarks, together with the goodwill associated therewith, to the applicable Grantor. The execution and delivery of this Release and the performance of any actions by the Collateral Agent are made without representation or warranty by, or recourse to, the Collateral Agent or any other Secured Party.

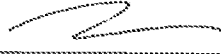
THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed as of the day and year first written above.

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

By 
Name: Mikhail Faybusovich
Title: Authorized Signatory

By 
Name: Andrew Griffin
Title: Authorized Signatory

[Signature Page to IP Release (Trademarks)]

[[0708954]]

TRADEMARK
REEL: 006314 FRAME: 0069

SCHEDULE I

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.	Topain	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 ¹	11/7/2011
Alon USA, LP, by and through Alon USA GP, LLC	Alon (Stylized) - the word mark ALON (stylized letters)	85/465,926 ²	11/7/2011
Alon USA, LP, by and through Alon USA GP, LLC	Alon (Design) for the logo mark Alon (Design)	85/465,936 ³	11/7/2011

¹ Registered trademark number 4,289,950; registered on 02/12/2013.

² Registered trademark number 4,289,949; registered on 02/12/2013.

³ Registered trademark number 4,289,951; registered on 02/12/2013.

[[3708954]]