



Tab settings

101518015

To the Honorable Commissioner of Patents and Trademarks: Please return the original documents or copy thereof.

1. Name of conveying party(ies):

SWBU, L.P.

- Individual(s)
- General Partnership
- Corporation-State
- Other TEXAS
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: AUGUST 4, 2000

2. Name and address of receiving party(ies):

Name: BANK LEUMI USA, As Agent

Internal Address:

Street Address: 564 5TH AVENUE

City: NEW YORK State: NY ZIP: 10036

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State NEW YORK
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

NONE

Additional numbers

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE

Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: PAUL A. JUERGENSEN

Internal Address: SCHULTE ROTH & ZABEL LLP

Street Address: 900 THIRD AVENUE

City: NEW YORK State: NY ZIP: 10022

6. Total number of applications and registrations involved:

20

7. Total fee (37 CFR 3.41):.....\$ \$515.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

SCHULTE ROTH & ZABEL LLP - 500675

DO NOT USE THIS SPACE

11/16/2000 MTRHIL 00000001 500675 673746

1 PD:44 40.00 CH
2 PD:482 475.00 CH

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

PAUL A. JUERGENSEN

Name of Person Signing

Signature

NOVEMBER 3, 2000

Date

Total number of pages including cover sheet, attachments, and

6

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

(TRADEMARKS)¹

Registration No.	Mark
673,746	FINA
674,437	FINA (with Shield Design)
801,112	FINA (with Shield Design)
803,245	FINA
1,544,131	Design (Shield)
1,608,494	FINAMART
1,608,495	FINAMART (with Design)
1,642,553	Design (Blocks)
1,644,206	Design (Blocks)
1,649,241	Design (Blocks)
1,661,952	Design (Blocks)
1,664,580	GENESIS
1,846,444	Design (Shield)
1,851,264	Design (Shield)
2,035,043	FINA (with Shield Design)
2,039,838	FINA (with Shield Design)
2,090,557	FINA (with Design)
2,098,703	FINA (with Design)
2,206,838	THE FORMULA FOR THE FUTURE
2,297,985	PERFORMANCE FOR A LIFETIME

¹ These trademarks are used under license from Finamark, Inc.

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, SWBU, L.P., a Texas limited partnership (the "Assignor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, for which United States registrations and applications for registration are subsisting, as indicated on Schedule 1A (such marks, applications and registrations, collectively, the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement dated as of August 4, 2000 (as amended or otherwise modified from time to time, the "Security Agreement"), in favor of BANK LEUMI USA, as the FA Collateral Agent (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with the good-will of the business symbolized by the Trademarks, and all proceeds of the foregoing, including, without limitation, any and all causes of action that may exist by reason of violation thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment For Security (Trademarks) to be duly executed by its officer thereunto duly authorized as of August 4, 2000.

SWBU, L.P.

By: Alon USA GP, Inc., its General Partner

By: David Wiessman

Name: David Wiessman

Title: Chairman of the Board

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 4th day of August 2000, before me, the undersigned, personally appeared David Wiessman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Tracey F. Dillon

[NOTARY SEAL]

TRACEY F. DILLON
Notary Public, State of New York
No. 01DI5036359
Qualified in Kings County
Certified in New York County
Commission Expires Nov. 21, 2000

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

(TRADEMARKS)¹

Registration No.	Mark
673,746	FINA
674,437	FINA (with Shield Design)
801,112	FINA (with Shield Design)
803,245	FINA
1,544,131	Design (Shield)
1,608,494	FINAMART
1,608,495	FINAMART (with Design)
1,642,553	Design (Blocks)
1,644,206	Design (Blocks)
1,649,241	Design (Blocks)
1,661,952	Design (Blocks)
1,664,580	GENESIS
1,846,444	Design (Shield)
1,851,264	Design (Shield)
2,035,043	FINA (with Shield Design)
2,039,838	FINA (with Shield Design)
2,090,557	FINA (with Design)
2,098,703	FINA (with Design)
2,206,838	THE FORMULA FOR THE FUTURE
2,297,985	PERFORMANCE FOR A LIFETIME

¹ These trademarks are used under license from Finamark, Inc.

SCHEDULE F

License Agreements

Trademark License Agreement dated July 31, 2000 by and between FINAMARK, Inc., and ATOFINA Petrochemicals, Inc. (formerly known as Fina Oil and Chemical Company), as Licensors and SWBU, L.P., as Licensee

Asphalt Technology License Agreement dated July 31, 2000 by and between Fina Technology, Inc. and ATOFINA Petrochemicals, Inc. (formerly known as Fina Oil and Chemical Company), as Licensors, and SWBU, L.P. as Licensee

Cold-Flow Improvement License Agreement dated July 31, 2000 by and between FINA RESEARCH S.A., as Licensor and SWBU, L.P., as Licensee

Refinery Technology License Agreement dated July 31, 2000 by and between ATOFINA Petrochemicals, Inc. (formerly known as Fina Oil and Chemical Company) and Fina Technology, Inc., as Licensors and SWBU, L.P., as Licensee

Research Service Agreement dated July 31, 2000 by and between ATOFINA Petrochemicals, Inc. (formerly known as Fina Oil and Chemical Company) and SWBU, L.P.

Computer Systems and Software Agreement dated July 31, 2000 by and between ATOFINA Petrochemicals, Inc. (formerly known as Fina Oil and Chemical Company) and SWBU, L.P.

SCHULTE ROTH & ZABEL LLP

900 THIRD AVENUE
NEW YORK, N.Y. 10022
(212) 756-2000

FAX: (212) 593-5955
E-MAIL: wwwmail@srz.com
WEB: <http://www.srz.com>

ROBERT M. ABRAHAMS
KIM E. BAPTISTE
PHILIPPE BENEDICT
STEPHANIE R. BRESLOW
MARK E. BROSSMAN
MARK A. BROUDE
BROOKS R. BURDETTE
MICHAEL L. COOK
BRUCE S. CYBUL
HARRY S. DAVIS
BONNIE L. DIXON
EDWARD G. EISERT
MARC E. ELOVITZ
HOWARD B. EPSTEIN
MICHAEL S. FELDBERG
NANCY R. FINKELSTEIN
STEVEN J. FREDMAN
STUART D. FREEDMAN
SUSAN C. FRUNZI
KENNETH S. GERSTEIN

ALAN R. GLICKMAN
HOWARD O. GODNICK
LAWRENCE S. GOLDBERG
FRED R. GREEN
PETER HALASZ
MARCY RESSLER HARRIS
ROBERT R. KIESEL
ELEAZER N. KLEIN
DANIEL J. KRAMER
BURTON LEHMAN
JEFFREY A. LENOBEL
MICHAEL R. LITTENBERG
ROBERT B. LOPER
ISAAC B. LUSTGARTEN
MICHAEL C. MULITZ
ROBERT S. NASH
JAMES M. PECK
MARTIN L. PERSCHETZ
GREGORY P. PRESSMAN
FREDERIC L. RAGUCCI

RONALD E. RICHMAN
KURT F. ROSELL
ROBERT ROSENBERG
PAUL N. ROTH
JEFFREY S. SABIN
BETTY SANTANGELO
STEPHEN J. SCHULTE
PHYLLIS A. SCHWARTZ
DANIEL S. SHAPIRO
HOWARD F. SHARFSTEIN
IRWIN J. SUGARMAN
SHLOMO C. TWERSKI
ALAN S. WALDENBERG
PAUL N. WATTERSON, JR.
PAUL E. WEBER
MARC WEINGARTEN
ANDRE WEISS
WILLIAM D. ZABEL

WRITER'S DIRECT NUMBER:
(212) 756-2451

WRITER'S E-MAIL ADDRESS:
paul.juergensen@srz.com

November 3, 2000

EXPRESS MAIL

Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

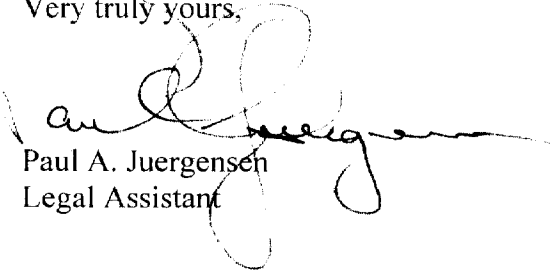
Re: Recordation of
Assignment for Security (Trademarks)
Our ref.: Bank Leumi/SWBU - 042361/0002

Dear Sir or Madam:

Please record the above-referenced document against the U.S. trademark filings identified in the accompanying Document Cover Sheet.

We authorize the deduction from Schulte Roth & Zabel LLP's Deposit Account No. 500675 of \$515.00, plus any deficiencies therein, to cover recordation fees, and we enclose an extra copy of the Document Cover Sheet for this purpose.

Very truly yours,


Paul A. Juergensen
Legal Assistant

Enclosures

cc: Joanne Rosello

2040328.1

RECORDED: 11/03/2000

TRADEMARK
REEL: 002175 FRAME: 0358