

10-22-2002

FORM PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



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HEET
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

10-22-02

Tab settings → → →

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

1. Name of conveying party(ies):

Tesoro Petroleum Corporation

MRD
10-22-02

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

Additional name(s) of conveying party(ies) attached? Yes No

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

Name: **Bank One, NA, as Administrative Agent**

Internal Address: _____

Street Address: **910 Travis Street, 6th Floor**

City: **Houston** State: **TX** ZIP: **77252**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other **National Association**

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: **September 6, 2001**

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

A. Trademark Application No.(s)

See Attached Continuation of Item Four

B. Trademark Registration No.(s)

See Attached Continuation of Item Four

Additional numbers attached? Yes No

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

Name: **Robyn Rahbar, Esq.**

Internal Address: **Simpson Thacher & Bartlett**

Street Address: **425 Lexington Avenue**

City: **New York** State: **NY** ZIP: **10017**

6. Total number of applications and registrations involved: 78

7. Total fee (37 CFR 3.41): **\$1,965.00**

- Enclosed
- Authorized to be charged to credit card

8. Deposit account number: _____

10/22/2002 DBYRNE 00000166 76024019

01 FC:8521
02 PC:8522

40.00 OP
1925.00 OP

DO NOT USE THIS SPACE

Robyn Rahbar, Esq.
Name of Person Signing

Robyn Rahbar
Signature

10/21/02
Date

Total number of pages including cover sheet, attachments, and documents: 11

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002599 FRAME: 0508

CONTINUATION OF ITEM FOUR FROM RECORDATION COVER SHEET**4. Application number(s) or registration number(s):**

App. No.	App. No.	App. No.
76/024,019	76/135,894	76/248,599
75/981,653	76/135,846	76/300,324
76/061,216	76/140,632	76/368,721
76/074,216	76/140,633	76/404,151
76/074,219	76/140,814	76/412,564
76/094,965	75/982,278	76/419,279
76/097,588	76/143,777	76/424,520
76/129,523	75/982,279	76/220,156
76/129,521	76/143,778	76/239,443
76/129,882	76/230,047	76/268,113

Reg. No.	Reg. No.	Reg. No.	Reg. No.
1,195,375	2,487,913	2,417,979	2,459,695
1,230,353	2,353,157	2,473,954	2,570,404
1,230,355	2,394,036	2,470,027	2,570,405
1,230,357	2,417,978	2,480,309	2,553,766
1,230,402	2,406,811	2,482,804	2,498,186
1,230,403	2,406,817	2,406,812	2,471,901
1,236,854	2,419,627	2,480,308	2,488,024
1,253,267	2,406,813	2,471,902	2,449,573
1,630,330	2,457,738	1,253,267	2,417,980
1,670,525	2,457,737	2,432,207	2,417,983
971,017	2,406,814	2,458,320	2,449,574
2,386,019	2,473,951	2,071,128	2,445,015

SECURITY INTEREST IN TRADEMARK RIGHTS

THIS SECURITY INTEREST IN TRADEMARK RIGHTS (this "Security Interest"), dated as of September 6, 2001, is made by Tesoro Petroleum Corporation, a Delaware corporation (the "Borrower"), by and on behalf of Tesoro Marine Services, Inc., in favor of Bank One, NA, as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions and entities (the "Lenders"), parties to the CREDIT AGREEMENT, dated as of September 6, 2001 (together with all amendments, supplements and modifications, if any, from time to time thereafter made thereto, the "Credit Agreement"), among the Borrower, the several banks and other financial institutions or entities from time to time parties to this Agreement, LEHMAN BROTHERS INC., as advisor, lead arranger and book manager, LEHMAN COMMERCIAL PAPER INC., as Syndication agent, ABN AMRO BANK N.V., BANK OF AMERICA, N.A., CREDIT LYONNAIS NEW YORK BRANCH and THE BANK OF NOVA SCOTIA, as Co-Documentation agents, and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of September 6, 2001, made by each of the signatories thereto in favor of the Administrative Agent (together with all amendments, supplements and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower has pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Security Interest;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Interest, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and, effective upon demand

made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

Section 3. Purpose. This Security Interest has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent and the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Counterparts. This Security Interest may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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IN WITNESS WHEREOF, the parties hereto have caused this Security Interest to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TESORO PETROLEUM CORPORATION

By: Sharon L. Layman
Name: Sharon L. Layman
Title: Vice President and Treasurer

BANK ONE, NA, as Administrative Agent for
the Lenders

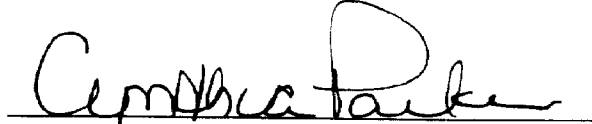
By: Frank L. Grossman
Name: Frank L. Grossman
Title: Director - Capital Markets

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

On the 6th day of September in the year 2001, before me, the undersigned, personally appeared Sharon L. Layman, 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 s/he 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.



Notary Public

CYNTHIA PARKER
NOTARY PUBLIC, State of New York
No. 01PA5055476
Qualified in Dutchess County
Commission Expires February 12, 2002

(affix stamp and seal)

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On the 6th day of September in the year 2001, before me, the undersigned, personally appeared Frank L. Grossman, 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 s/he 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.

Sandra M. Reddy
Notary Public

SANDRA M. REDDY
NOTARY PUBLIC, State of New York
No. 01RE6012762
Qualified in New York County
Commission Expires August 31, 2002

(affix stamp and seal)

INTELLECTUAL PROPERTY


Service Marks


<u>Owner</u>	<u>Type</u>	<u>Filing Date/ Serial No.</u>	<u>Regis. Date/ Regis No.</u>
Tesoro Petroleum Corporation	"Tesoro (Stylized)"	3/5/81 73-299,767	5/11/82 1,195,375
Tesoro Petroleum Corporation	"Tesoro (and Design)"	4/19/82 73-360,483	3/8/83 1,230,353
Tesoro Petroleum Corporation	"Tesoro (Stylized)"	4/26/82 73-361,562	3/8/83 1,230,355
Tesoro Petroleum Corporation	"Tesoro"	6/24/82 73-371,273	3/8/83 1,230,357
Tesoro Petroleum Corporation	"Tesoro"	6/1/82 73-367,235	3/8/83 1,230,402
Tesoro Petroleum Corporation	"Tesoro (and Design)"	6/2/82 73-367,657	3/8/83 1,230,403
Tesoro Petroleum Corporation	"Tesoro (and Design)"	4/19/82 73-360,504	5/3/83 1,236,854
Tesoro Petroleum Corporation	"Tesoro (Stylized)"	4/19/82 73-360,412	10/4/83 1,253,267
Tesoro Petroleum Corporation	"Tesoro Alaska (and Design)"	2/26/90 74-032,515	1/1/91 1,630,330
Tesoro Petroleum Corporation	"Gold Star Energy"	9/10/90 74-095,816	12/31/91 1,670,525
Tesoro Petroleum Distributing Company	"PEDCO"	7/27/72 72-430,977	10/16/73 971,017
Tesoro Petroleum Corporation	"Tesoro (and Design)"	11/18/97 75/391,865	9/12/00 2,386,019
Tesoro Petroleum Corporation	"Tesoro (and Design)"	11/18/97 75/392,362	9/11/01 2,487,913
Tesoro Petroleum Corporation	"The Way To Go"	5/20/98 75/488,131	5/30/00 2,353,157
Tesoro Petroleum Corporation	"Free Fillin"	7/23/98 75-524,493	10/10/00 2,394,036
Tesoro Petroleum Corporation	"Tesoro (and Design)" (Top)	5/20/98 75/488,129	1/2/01 2,417,978
Tesoro Petroleum Corporation	"Tesoro (and Design)" (Top)	5/20/98	11/21/00

TRADEMARK

REEL: 002599 FRAME: 0515

		75/488,113	2,406,811
Tesoro Petroleum Corporation	"Tesoro (and Design)" (Top)	5/20/98 75/489,869	11/21/00 2,406,817
Tesoro Petroleum Corporation	"Tesoro (and Design)" (Top)	5/20/98 75/488,132	1/9/01 2,419,627
Tesoro Petroleum Corporation	"Tesoro (and Design)" (Side)	5/20/98 75/488,253	11/21/00 2,406,813
Tesoro Petroleum Corporation	"Tesoro (and Design)" (Side)	5/20/98 75/489,874	6/5/01 2,457,738
Tesoro Petroleum Corporation	"Tesoro (and Design)" (Side)	5/20/98 75/489,872	6/5/01 2,457,737
Tesoro Petroleum Corporation	"Tesoro (and Design)" (Side)	5/20/98 75/488,256	11/21/00 2,406,814
Tesoro Petroleum Corporation	"Tesoro"	5/20/98 75/488,450	7/31/01 2,473,951
Tesoro Petroleum Corporation	"Tesoro"	5/20/98 75/488,449	1/2/01 2,417,979
Tesoro Petroleum Corporation	"Tesoro"	5/20/98 75/489,873	7/31/01 2,473,954
Tesoro Petroleum Corporation	"Tesoro"	5/20/98 75/488,255	7/17/01 2,470,027
Tesoro Petroleum Corporation	"Misc. Design"	5/20/98 75/488,469	8/21/01 2,480,309
Tesoro Petroleum Corporation	"Misc. Design"	5/20/98 75/488,108	8/28/01 2,482,804
Tesoro Petroleum Corporation	"Misc. Design"	5/20/98 75/488,118	11/21/00 2,406,812
Tesoro Petroleum Corporation	"Misc. Design"	5/20/98 75/488,128	8/21/01 2,480,308
Tesoro Petroleum Corporation	"Misc. Design"	5/20/98 75/488,448	7/24/01 2,471,902
Tesoro Petroleum Corporation	"Tesoro (Stylized)"	4/19/82 73/360,412	10/4/83 1,253,267
Tesoro Petroleum Corporation	"La Java"	3/19/99 75/664,447	2/27/01 2,432,207
Tesoro Petroleum Corporation	"2 Go Tesoro (and Design)"	6/25/99 75/737,573	6/5/01 2,458,320
Tesoro Petroleum Corporation	"Real Rewards"	3/1/00 75/934,475	6/17/97 2,071,128
Tesoro Petroleum Corporation	"Star and Swoosh"	4/12/00 76,024,019 75/981,653	
Tesoro Petroleum Corporation	"Real Value. Real Easy"	5/16/00 76/050,100	6/12/01 2,459,695
Tesoro Petroleum Corporation	"Mirastar"	6/1/00	5/14/02

		75/981,612	2,570,404
		76/061,216	
Tesoro Petroleum Corporation	"Mirastar & Design" Right Side	6/20/00 75/981,628 76/074,216	5/14/02 2,570,405
Tesoro Petroleum Corporation	"Mirastar & Design" Left Side	6/20/00 75,981,630 76/074,219	3/26/02 2,553,766
Tesoro Petroleum Corporation	"Mirastore"	7/24/00 76,094,965	
Tesoro Petroleum Corporation	"Mirawash"	7/24/00 76,097,588	
Tesoro Petroleum Corporation	"Gold Cap-Blue/Teal"	9/15/00 76/129,523	
Tesoro Petroleum Corporation	"Gold Cap-Teal/Blue"	9/15/00 76/129,521	
Tesoro Petroleum Corporation	"Gold Cap/Blue"	9/15/00 76/129,882	
Tesoro Petroleum Corporation	"TSO and Design (Right)"	9/15/00 75/129,578	10/16/01 2,498,186
Tesoro Petroleum Corporation	"Misc Design TSO on top – TSO Pump 1"	9/26/00 76/135,894	
Tesoro Petroleum Corporation	"TSO Gas Pump 2-TSO on bottom"	9/26/00 76/135,846	
Tesoro Petroleum Corporation	"Misc. Color Mark (Blue/Yellow)"	10/4/00 76/140,632	
Tesoro Petroleum Corporation	"Misc. Design (Mirastar Station)"	10/4/00 76/140,633	
Tesoro Petroleum Corporation	"Misc. Design (Mirastar Gas Pump)"	10/4/00 76/140,814	
Tesoro Petroleum Corporation	"Ready, Set, Save!"	10/10/00 75/982,278 76/143,777	
Tesoro Petroleum Corporation	"Wasn't That Easy!"	10/10/00 75/982,279 76/143,778	
Tesoro Petroleum Corporation	"Not Just Another Station"	3/23/01 76/230,047	
Tesoro Petroleum Corporation	"TSO Customer Care & Design"	4/30/01 76/248,559	 76/248,579
Tesoro Petroleum Corporation	"2 Go Mirastar and design"	8/16/01	

		76/300,324	
Tesoro Petroleum Corporation	"2 Go Express"	2/8/02 76/368,721	
Tesoro Petroleum Corporation	"You Want It. We Got It. 2 Go"	5/7/02 76/404,151	
Tesoro Petroleum Corporation	"Free Fillin" (Stylized)	5/24/02 76/412,564	
Tesoro Petroleum Corporation	"MiraMart (Stylized)	6/11/02 77/419,279	 76/419,279
Tesoro Petroleum Corporation	"Tesoro Dakota 50+"	6/24/02 76/424,520	

Trademarks

<u>Owner</u>	<u>Type</u>	<u>Filing Date/ Serial No.</u>	<u>Regis. Date/ Regis No.</u>
Tesoro Petroleum Corporation	"Tesoro (and Design)" (Top)	5/20/98 75/488,127	7/24/01 2,471,901
Tesoro Petroleum Corporation	"Tesoro (and Design)" (Top)	5/20/98 75/488,117	9/11/01 2,488,024
Tesoro Petroleum Corporation	"Tesoro (and Design)" (Side)	5/20/98 75/489,870 (Abandoned)	
Tesoro Petroleum Corporation	"Tesoro (and Design)" (Side)	5/20/98 75/488,254	5/8/01 2,449,573
Tesoro Petroleum Corporation	"Tesoro"	5/20/98 75/488,627	1/2/01 2,417,980
Tesoro Petroleum Corporation	"Tesoro"	5/20/98 75/489,868	1/2/01 2,417,983
Tesoro Petroleum Corporation	"Misc. Design"	5/20/98 75/488,672	5/8/01 2,449,574
Tesoro Petroleum Corporation	"La Java"	3/19/99 75/664,448	4/17/01 2,445,015
Tesoro Petroleum Corporation	"Fridghead"	2/28/01 76/220,156	
Tesoro Petroleum Corporation	"Rule the Cool"	4/11/01 76/239,443	
Tesoro Petroleum Corporation	"Fridghead & Design"	6/1/01 76/268,113	