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| Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇒ ⇒ ⇒ | RECORDATION FORM COVER SHEET TRADEMARKS ONLY | U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office |
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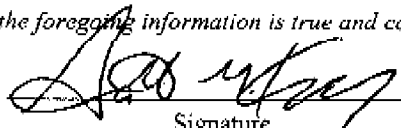
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

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| 1. Name of conveying party(ies): <u>Alon USA, LP</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> Corporation - <input checked="" type="checkbox"/> Other - <u>a Texas limited partnership</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 2. Name and address of receiving party(ies) Name: <u>Israel Discount Bank of New York</u> Internal Address: _____ Street Address: <u>511 Fifth Avenue</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10017</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: <u>January 14, 2004</u> | |

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| 4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>78/303,564; 78/304,117; 78/304,126</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | B. Trademark Registration No.(s) |
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| 5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Scott M. Kareff, Esq.</u> Internal Address: <u>Schulte Roth & Zabel LLP</u> Street Address: <u>919 Third Avenue</u> City: <u>New York</u> State: <u>N.Y.</u> Zip: <u>10022</u> | 6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41): \$ <u>90.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>500675 - Schulte Roth & Zabel LLP</u> (Attach duplicate copy of this page if paying by deposit account) |
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DO NOT USE THIS SPACE

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| 9. Statement and signature. <i>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.</i> | | |
| <u>Scott M. Kareff, Esq.</u> Name of Person Signing |  Signature | <u>January 22, 2004</u> Date |
| Total number of pages including cover sheet, attachments, and document 5 | | |

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Bus Assignments
Washington, D.C. 20231

CH \$90.00 500675 78303564

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, Alon USA, LP (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 the Amended and Restated Security Agreement dated January 14, 2004 (as amended or otherwise modified from time to time, the "Security Agreement"), which amended, restated and consolidated (i) the Security Agreement dated August 8, 2000, as amended prior to the date hereof by Amendment No. 1 thereto dated May 4, 2001 in favor of the ISRAEL DISCOUNT BANK OF NEW YORK, as the WC Collateral Agent (the "Assignee"), (ii) the Security Agreement, dated August 8, 2000, as amended prior to the date hereof by Amendment No. 1 thereto dated May 4, 2001 made by the Parent, Alon USA Capital, Inc., Alon Assets, Inc., Alon USA Refining, Inc., Alon USA Pipeline, Inc., Alon Petroleum Pipe Line Company, and Fin-Tex Pipe Line Company in favor of Bank Leumi USA as the "FA Collateral Agent", (iii) the Amended and Restated Security Agreement dated as of August 8, 2000, as amended and restated on May 4, 2001, made by Alon USA Interests, LLC, in favor of the FA Collateral Agent, (iv) the Security Agreement, dated May 4, 2001, made by Southwest Convenience Stores, LLC, in favor of the FA Collateral Agent and (v) the Security Agreement, dated as of August 21, 2002, made by Alon USA, Inc. in favor of the FA Collateral Agent;

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);

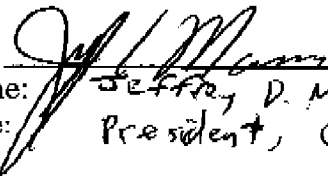
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee a security interest in the Collateral to secure the prompt payment, performance 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 January 14, 2004.

ALON USA, LP

By: Alon USA GP, LLC, a Delaware limited liability company, its general partner

By: 
Name: Jeffrey D. Morris
Title: President, Chief Executive Officer

STATE OF New York

COUNTY OF New York ss.:

On this 13 day of January, 2009, before me personally came Jeff D. Morris, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the President + CEO of Alon USA GP, LLC, a Delaware Limited Liability Corp and that he executed the foregoing instrument in the firm name of Alon USA, LP, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

DENISE MARIA DAWSON
Notary Public, State Of New York
No. 01DA5018503
Qualified In New York County
Commission Expires September 27, 2006

Denise Maria Dawson

B&P DRAFT
01/08/04

**Schedule 1A to Exhibit A (Assignment for Security-Trademarks)
to the Security Agreement**

TRADEMARKS

I. Trademarks

NONE.

II. Trademark Applications

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| Alon USA, LP, by and through Alon USA GP, LLC | Miscellaneous Design | 78/303,564 | 09/22/2003 |
| Alon USA, LP, by and through Alon USA GP, LLC | Miscellaneous Design | 78/304,117 | 09/23/2003 |
| Alon USA, LP, by and through Alon USA GP, LLC | Miscellaneous Design | 78/304,126 | 09/23/2003 |