

02-13-2006

DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office



21916

RECORDABLE
TRADEMARKS ONLY
103177025

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Credit Suisse

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) January 18, 2006

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Alon USA, LP

Internal

Address: _____

Street Address: 7616 LBJ Freeway, Suite 300

City: Dallas

State: Texas

Country: _____ Zip: 75251

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
Citizenship _____
Citizenship Texas
Citizenship _____
Citizenship _____
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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78/303,564, 78/304,117, 78/304,126

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Ben D. Tobor (002572.000049)

Internal Address: _____

Street Address: Bracewell & Giuliani LLP

P.O. Box 61389

City: Houston

State: Texas Zip: 77208-1389

Phone Number: 713-221-1352

Fax Number: 713-221-2111

Email Address: ben.tobor@bracewellgiuliani.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-0259

Authorized User Name Bracewell & Giuliani LLP

9. Signature:

Signature

02/07/06

Date

02/10/2006 DEYRME 00000055 78303564

01 FC:8521
02 FC:8522

40.00 DP
50.00 DP
Mark G. Chretien
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF SECURITY INTEREST

This Release of Security Interest ("Release") is made by Credit Suisse (formally known as Credit Suisse First Boston), acting through its Cayman Islands Branch, as Administrative Agent and Collateral Agent, having a principal place of business at 11 Madison Avenue, New York, NY 10010 ("Secured Party") in favor of Alon USA, LP, a Texas limited partnership with an address at 7616 LBJ Freeway, Suite 300, Dallas, TX 75251 ("Grantor").

RECITALS

WHEREAS, Secured Party and Grantor previously entered into a Guarantee and Collateral Agreement ("Agreement"), dated as of January 14, 2004, a copy of which was recorded with the United States Patent and Trademark Office on January 29, 2004, at Reel 002903, Frame 0766.

WHEREAS, pursuant to the Agreement, Secured Party owns a security interest in Grantor's Trademarks (as defined in the Agreement), including but not limited to those U.S. Trademark and/or Service Mark Applications and Registrations that are listed in Schedule III-E of the Agreement, a copy of which is attached hereto as Exhibit A.

WHEREAS, Secured Party now wishes to terminate its security interest in, and release its liens in, all of Grantor's Trademarks on the terms and conditions set forth herein.

NOW, THEREFORE, subject to the terms, conditions, covenants and provisions of this Release, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party, intending to be legally bound, agrees as follows:

TERMINATION AND RELEASE

Secured Party hereby releases, discharges and terminates all liens, security interests, assignments, and other interests of Secured Party in all of Grantor's Trademarks, including, without limitation, its trademarks, service marks, and trademark and service mark applications and registrations listed in Exhibit A, which is attached hereto and incorporated herein by reference, the debt secured or otherwise held thereby having been paid and satisfied in full.

[The remainder of the page is intentionally left blank]

Executed this _____ day of January, 2006.

CREDIT SUISSE (formally known as
CREDIT SUISSE FIRST BOSTON,
acting through its Cayman islands Branch
as Administrative Agent and Collateral Agent

By: _____
Name: GREGORY S. RICHARDS
Title: ASSOCIATE

By: _____
Name: JAMES MORAN
Title: MANAGING DIRECTOR

STATE OF NEW YORK §
 §
COUNTY OF NEW YORK §

THIS INSTRUMENT was acknowledged before me on January 18, 2006, by
James Moran, as Managing Director of CREDIT
SUISSE (formally known as CREDIT SUISSE FIRST BOSTON), a bank organized under the laws of
Switzerland, acting through its Cayman Islands Branch, as administrative agent and collateral agent.

Chevel S. Smith
Notary Public, State of New York
No. 01SM6060255
Qualified in Bronx County
Commission Expires June 18, 2007

Chevel Smith
Notary Public in and for
the State of New York

STATE OF NEW YORK §
 §
COUNTY OF NEW YORK §

THIS INSTRUMENT was acknowledged before me on January 18, 2006, by
Gregory S. Richards, as Associate of CREDIT
SUISSE (formally known as CREDIT SUISSE FIRST BOSTON), a bank organized under the laws of
Switzerland, acting through its Cayman Islands Branch, as administrative agent and collateral agent.

Chevel S. Smith
Notary Public, State of New York
No. 01SM6060255
Qualified in Bronx County
Commission Expires June 18, 2007

Chevel Smith
Notary Public in and for
the State of New York

EXHIBIT A

**Schedule III
(Trademarks)**

**SCHEDULE III-E
TRADEMARKS OWNED BY ALON USA, LP**

U.S. Trademark Applications

Miscellaneous Design	09/22/2003	78/303,564
Miscellaneous Design	09/23/2003	78/304,117
Miscellaneous Design	09/23/2003	78/304,126

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