

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Delek Marketing & Supply, LP		07/31/2006	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank, as Administrative Agent		
<b>Street Address:</b>	Fifth Third Center, MD 109047		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45263		
<b>Entity Type:</b>	Banking Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1311916	P	
Registration Number:	1304162	P	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(312) 845-3430		
<b>Email:</b>	kalwa@chapman.com		
<b>Correspondent Name:</b>	Richard Kalwa		
<b>Address Line 1:</b>	111 West Monroe		
<b>Address Line 2:</b>	Chapman and Cutler LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	1636935		
<b>NAME OF SUBMITTER:</b>	Richard Kalwa		
<b>Signature:</b>	/richard kalwa/		

CH \$65.00 1311916

Date:

08/24/2006

**Total Attachments: 5**

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## TRADEMARK COLLATERAL AGREEMENT

This 31st day of July, 2006, DELEK MARKETING & SUPPLY, LP, a Delaware limited partnership ("*Debtor*") with its principal place of business and mailing address at 830 Crescent Centre Drive, Suite 300, Franklin, TN 37067, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to FIFTH THIRD BANK, an Ohio banking corporation ("*Fifth Third*"), with its mailing address at Fifth Third Center, MD 109047, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Creditors defined in that certain Security Agreement hereinafter defined (Fifth Third acting as such administrative agent and any successor or successors to Fifth Third acting in such capacity being hereinafter referred to as the "*Administrative Agent*"), and grants to the Administrative Agent a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and the Administrative Agent (such Security Agreement, as the same may be amended, modified or restated from time to time hereinafter referred to as the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Administrative Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Administrative Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement.

This Trademark Collateral Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

DELEK MARKETING & SUPPLY, LP

By: DELEK MARKETING GP, LLC, its general partner

By [Signature]  
Name \_\_\_\_\_  
Title CFO

By [Signature]  
Name John P. Callinger Jr.  
Title TREASURER

Accepted and agreed to as of the date first above written.

FIFTH THIRD BANK, as Administrative Agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

DELEK MARKETING & SUPPLY, LP

By: DELEK MARKETING GP, LLC, its general partner

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and agreed to as of the date first above written.

FIFTH THIRD BANK, as Administrative Agent

By Kirk Johnson  
Name Kirk Johnson  
Title Vice President

**SCHEDULE A**

**INTELLECTUAL PROPERTY RIGHTS**

Trademarks Registered with the United States Patent and Trademark Office

<u>TradeMark</u>	<u>Registration No.</u>
1. "P" AND DESIGN	1311916 (01/01/1985)
2. "P" AND DESIGN	1304162 (11/06/1984)