

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CITGO PETROLEUM CORPORATION		03/20/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NUSTAR ASPHALT REFINING, LLC.		
<b>Street Address:</b>	2330 LOOP 1604 WEST		
<b>City:</b>	SAN ANTONIO		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78248		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78663572	FLEXGARD	
<b>Registration Number:</b>	2299406	SUPERIOR PERFORMANCE BY THE MILE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(210)226-8395		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	210-554-5464		
<b>Email:</b>	ipdocket@coxsmith.com		
<b>Correspondent Name:</b>	Jamie M. Rose		
<b>Address Line 1:</b>	112 E PECAN ST STE 1800		
<b>Address Line 4:</b>	SAN ANTONIO, TEXAS 78205		
<b>ATTORNEY DOCKET NUMBER:</b>	29917.13		
<b>NAME OF SUBMITTER:</b>	Jamie M. Rose		
<b>Signature:</b>	/jamie m. rose/		

OP \$65.00 78663572

Date:

05/08/2008

Total Attachments: 1

source=CITGOtoNUSTAR TMAssignment#page1.tif

**TRADEMARK ASSIGNMENT**

WHEREAS, **CITGO PETROLEUM CORPORATION**, a Delaware corporation ("ASSIGNOR"), has adopted, used, has been using and/or intends to use the following marks:

Mark	Reg. No.	Issue Date	Serial No.	Filing Date
FLEXGARD	N/A	N/A	78/663,572	07/05/2005
SUPERIOR PERFORMANCE BY THE MILE	2,299,406	12/14/1999	75/436,074	02/18/1998

WHEREAS, **NUSTAR ASPHALT REFINING, LLC**, a Delaware limited liability company ("ASSIGNEE"), having its principal place of business at 2330 Loop 1604 W., San Antonio, Texas 78248, is entitled, pursuant to that certain Sale and Purchase Agreement by and between **CITGO ASPHALT REFINING COMPANY**, a New Jersey general partnership, of which ASSIGNOR is a General Partner, and ASSIGNEE entered into as of November 5, 2007, as amended, to a complete and absolute assignment of certain aspects of ASSIGNOR's business, including the entire right, title and interest in and to said Marks, any and all registrations and applications for registration thereof, and the goodwill of the business symbolized by the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer and convey to ASSIGNEE all of its right, title, and interest in and to said Marks, all registrations and applications for registration thereof, all rights derived from or associated with use of the Marks by ASSIGNOR together with the goodwill of the business symbolized by said Marks. ASSIGNOR represents and warrants that it has not previously assigned, licensed, or conveyed any interest in said Marks or the other rights referenced herein, and ASSIGNOR agrees to execute any further lawful documents needed to give full force and effect to this instrument.

Executed as of the 20<sup>th</sup> day of March 2008.

CITGO PETROLEUM CORPORATION

By: *Philip J. Reedy*  
 Name: Philip J. Reedy  
 Title: Vice President, Finance

STATE OF TEXAS                   §  
   §  
 COUNTY OF HARRIS           §

Before me, a notary public in and for the state and county aforesaid, on this day personally appeared Philip J. Reedy, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same as Vice President, Finance on behalf of CITGO PETROLEUM CORPORATION for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20<sup>th</sup> day of March 2008.

*Frank A. Russo*  
 Notary Public, State of \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_  
 My Commission Expires 08-21-09

