

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Western Refining Southwest, Inc.		08/19/2008	CORPORATION: ARIZONA
<b>RECEIVING PARTY DATA</b>			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	901 Main Street		
Internal Address:	66th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Serial Number:	78655231	GIANT	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(214)745-5390		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2147455226		
Email:	awalker@winstead.com		
Correspondent Name:	Andrea Walker, Winstead PC		
Address Line 1:	P.O. Box 50784		
Address Line 4:	Dallas, TEXAS 75250-0784		
ATTORNEY DOCKET NUMBER:	9766-1329 WREFINSW REVOLV		
NAME OF SUBMITTER:	Andrea Walker		
Signature:	/AW 1670/		
Date:	08/27/2008		

OP \$40.00 78655231

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2008, by each of the entities listed on the signature pages hereof or which becomes a party hereto pursuant to the Security Agreement referred to below (each a "**Grantor**" and, collectively, the "**Grantors**"), in favor of BANK OF AMERICA, N.A., a national banking association, in its capacity as Administrative Agent for the benefit of itself and the Lenders (hereinafter defined), the Lender Swap Providers (as such term is defined in the Credit Agreement referred to below) and the Cash Management Banks (as such term is defined in the Credit Agreement referred to below) as "**Secured Party**."

### W I T N E S S E T H:

WHEREAS, pursuant to the Revolving Credit Agreement, dated as of May 31, 2007, as amended by First Amendment to Revolving Credit Agreement dated June 30, 2008 (as so amended and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") among Western Refining, Inc., Bank of America, N.A., as Administrative Agent, and the banks and other financial institutions (the "**Lenders**") from time to time parties thereto, the Lenders have severally agreed to make extensions of credit to Western Refining, Inc. upon the terms and subject to the conditions set forth therein; and

WHEREAS, all of the Grantors have guaranteed the Obligations pursuant to the Continuing Guaranty dated as of May 31, 2007, and pursuant to the Confirmation of Guaranty dated July 5, 2007; and

WHEREAS, all of the Grantors are party to that certain Security Agreement dated as of May 31, 2007, as amended and restated by that certain Amended and Restated Security Agreement dated as of July 5, 2007 (as so amended and as the same may be further amended, restated, or otherwise modified from time to time, the "**Security Agreement**"), by the Grantors in favor of the Secured Party for the benefit of itself and the Lenders, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Western Refining, Inc. thereunder, each Grantor hereby agrees with the Secured Party as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Secured Party for its benefit and the benefit of the Lenders, the Lender Swap Providers and the Cash Management Banks, and grants to the Secured Party for its benefit and the benefit of the Lenders, the Lender Swap Providers and the Cash Management Banks a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "**Trademark Collateral**"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto (as such Schedule may be amended from time to time by the addition of

Trademarks and Trademark Licenses, subsequently created or acquired, by execution of a supplement in substantially the same form of Exhibit A attached hereto);

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Secured Party pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOLLOWS]**

Very truly yours,

**GRANTOR:**

WESTERN REFINING SOUTHWEST, INC.,  
an Arizona corporation

By: 

Name: Scott D. Weaver

Title: Vice President and Asst. Secretary

ACKNOWLEDGEMENT OF GRANTOR

STATE OF Texas

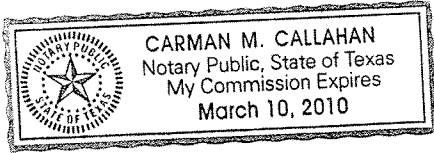
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COUNTY OF El Paso

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This instrument was acknowledged before me on this 19<sup>th</sup> day of August, 2008, by Scott D. Weaver, V.P. & Asst. Sec. of Western Refining Southwest, Inc., an Arizona corporation, on behalf of said corporation.



WITNESS my hand and official seal.

Carman M. Callahan  
Notary Public

[NOTARIAL SEAL]

My commission expires: 3/10/2010

Accepted and Agreed:  
BANK OF AMERICA, N.A., as Administrative Agent,  
as Secured Party

By: Tyler D. Levings  
Tyler D. Levings  
Senior Vice President

Schedule I  
to  
Trademark Security Agreement  
Trademark Registrations

TRADEMARK APPLICATIONS

	<b>Trademark Name</b>	<b>Serial Number</b>	<b>Filing Date</b>
	Giant	78/655,231	June 21, 2005