

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Western Refining Southwest, Inc.		06/12/2009	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon Trust Company, N.A., as Collateral Agent		
Street Address:	601 Travis Street, 16th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78655231	GIANT	
CORRESPONDENCE DATA			
Fax Number:	(214)200-0558		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-651-5066		
Email:	jeff.becker@haynesboone.com		
Correspondent Name:	Jeffrey M. Becker, Haynes and Boone, LLP		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	17997.987		
NAME OF SUBMITTER:	Jeffrey M. Becker		
Signature:	/Jeffrey M. Becker/		
Date:	08/26/2009		

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Total Attachments: 6

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**AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*"), dated as of June 12, 2009, 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 THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., in its capacity as Collateral Trustee (together with any successor appointed as Collateral Trustee under the Term Intercreditor Agreement, the "*Collateral Trustee*") for the benefit of the Term and Notes Secured Parties (the Collateral Trustee, acting in such capacity, is hereinafter referred to as the "*Secured Party*").

W I T N E S S E T H:

WHEREAS, pursuant to the Term Loan Credit Agreement, the Term Loan Lenders have made Term Loans to Western Refining, Inc. ("*Borrower*") in an aggregate amount of \$1,400,000,000, and with a maturity date of May 30, 2014; and

WHEREAS, all of the Grantors are party to the Original Security Agreements, pursuant to which the Term Loan Administrative Agent required delivery of that certain Trademark Security Agreement dated June 30, 2008 by Western Refining Southwest, Inc., in favor of the Term Loan Administrative Agent for the benefit of itself and the Term Loan Lenders (the "*Original Trademark Security Agreement*"); and

WHEREAS, all of the Grantors are party to that certain Amended and Restated Security Agreement dated as of even date herewith by the Grantors, among others, in favor of the Secured Party for the benefit of itself and the Term and Notes Secured Parties (as it may be amended, restated, or otherwise modified from time to time, the "*Security Agreement*"), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement; and

WHEREAS, Borrower has entered into the Indenture pursuant to which Borrower issued its Senior Secured Notes. The net cash proceeds from the sale of the Senior Secured Notes were used to partially prepay and reduce the outstanding balance of the Term Loans, and, in consideration for such payment, Term Loan Administrative Agent, on behalf of Term Loan Lenders, has agreed to (i) assign the liens evidenced by the Original Security Agreements and the Original Trademark Security Agreement to Secured Party, for the benefit of the Term and Notes Secured Parties, and (ii) amend and restate the Original Security Agreements and the Original Trademark Security Agreement to provide that they secure, in addition to the Term Loan Obligations, the Indenture Obligations and the other Additional Term and Notes Obligations; and

WHEREAS, pursuant to the Term Intercreditor Agreement, Secured Party has been appointed as Collateral Trustee by the Term Loan Administrative Agent, on behalf of the Term Loan Lenders, and the Indenture Trustee on behalf of the Noteholders (and Secured Party may, from time to time after the date hereof, be appointed as Collateral Trustee for other Term and Notes Secured Parties by additional Authorized Representatives who join the Term Intercreditor Agreement in accordance with the terms thereof), to hold and administer the liens of the Security Agreement and this Trademark Security Agreement for the ratable benefit of all Term and Notes Secured Parties on a pari passu basis all as more particularly provided therein; and

WHEREAS, In connection with the agreements set forth in the Term Intercreditor Agreement, Term Loan Administrative Agent has executed and delivered to Secured Party the Assignment of Liens

pursuant to which Term Loan Administrative Agent has transferred and assigned the liens of the Original Security Agreements and the Original Trademark Security Agreement to Collateral Trustee, and Collateral Trustee and each Grantor hereby execute this Trademark Security Agreement in order to amend and restate the Original Trademark Security Agreement, as hereinafter set forth;

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, each of the Grantors and Secured Party hereby agrees to amend and restate the Original Trademark Security Agreement as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in 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 other Term and Notes Secured Parties, and grants to the Secured Party for its benefit and the benefit of the other Term and Notes Secured Parties 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 form and substance reasonably satisfactory to Secured Party);

(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.

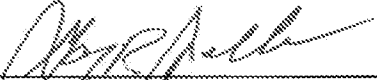
Section 4. Amendment and Restatement. This Trademark Security Agreement amends and restates the Original Trademark Security Agreement. All liens, claims, rights, titles, interests and benefits created and granted by the Original Trademark Security Agreement shall continue to exist, remain valid and subsisting, shall not be impaired or released hereby, shall remain in full force and effect and are hereby renewed, extended, carried forward and conveyed as security for the Obligations, in each case, as modified by the terms hereof and to the extent permitted by law.

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

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.


Very truly yours,

WESTERN REFINING SOUTHWEST, INC.,
an Arizona corporation

By: 
Name: GARY R. DANGLE
Title: CHIEF FINANCIAL OFFICER

Accepted and Agreed:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Collateral Trustee, as Secured Party

By: 

Name: Rafael Martinez

Title: Assistant Treasurer

Signature Page to
Amended and Restated Trademark Security Agreement
Western Refining Southwest, Inc.

TRADEMARK
REEL: 004053 FRAME: 0137

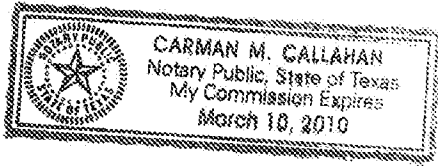
ACKNOWLEDGEMENT OF GRANTOR

STATE OF TEXAS

§
§
§

COUNTY OF EL PASO

This instrument was acknowledged before me on this 12 day of June, 2009, by Gary Duke CFO 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: 31-03-2010

Schedule I
to
Amended and Restated Trademark Security Agreement

THIS AMENDED AND RESTATED SECURITY AGREEMENT AMENDS AND RESTATES THE TRADEMARK SECURITY AGREEMENT DATED JUNE 30, 2008 RECORDED WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE ON AUGUST 27, 2008, REEL/FRAME NUMBER 003843/0664 (THE "ORIGINAL SECURITY AGREEMENT"). BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT IS THE SECURED PARTY NAMED IN THE ORIGINAL SECURITY AGREEMENT, AND HAS ASSIGNED ITS RIGHTS THEREUNDER TO THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS COLLATERAL TRUSTEE PURSUANT TO AND ASSIGNMENT OF LIENS AN COLLATERAL DOCUMENTS WHICH HAS BEEN FILED WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE ON AUGUST 3, 2009 REEL/FRAME NUMBER 004036/0785.

Trademark Applications and Registered Trademarks

Trademark Name	Application Number	Application Filing Date
Giant	78/655,231	June 21, 2005