

TO: Fax COMPANY:

Form FTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

11-18-2009

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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To the Director of the U. S. Patent and Trademark Office, please forward the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Gary-Williams Energy Corporation

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) November 13, 2009

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Agent

Internal

Address: _____

Street Address: 901 Main Street, 11th Floor

City: Dallas

State: Texas

Country: USA

Zip: 75202

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

Citizenship national banking association - D.C.
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)

NOV 16 2009

B. Trademark Registration No.(s)

2402404 and 2306931, see attachment

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: Julie H. Cooper

Internal Address: c/o Vinson & Elkins LLP,

Street Address: 2001 Ross Avenue, Suite 3700

City: Dallas

State: Texas

Zip: 75201

Phone Number: 214-220-7919

Fax Number: 214-999-7919

Email Address: jucooper@velaw.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

11/17/2009 DRYRNE 00000022 2402404

Deposit Account Number

Authorized User Name

40.00
25.00

9. Signature:

Julie H. Cooper
Signature

11/16/09
Date

Julie H. Cooper

Name of Person Signing

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

9

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

TRADEMARK

REEL: 004107 FRAME: 0828

700424258

TO: Fax COMPANY:

SCHEDULE I

TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>TRADEMARK (AND JURISDICTION)</u>
Gary-Williams Energy Corporation	2,402,404	11/7/2000	Stylized "G"
Gary-Williams Energy Corporation	2,306,931	1/11/2000	GARY-WILLIAMS

TO: Fax COMPANY:

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 13, 2009, is entered into by GARY-WILLIAMS ENERGY CORPORATION, a Delaware corporation ("Grantor"), and BANK OF AMERICA, N.A., as Agent (in such capacity, "Agent"). Capitalized terms not otherwise defined herein shall have the meanings set forth in that certain Loan and Security Agreement dated as of the date hereof among Grantor, Wynnewood Refining Company, GWEC Holding Company, Inc., Agent, and the Lenders party thereto (as such agreement may be amended, modified, supplemented and amended and restated from time to time, the "Loan Agreement").

WHEREAS, pursuant to the Loan Agreement, Grantor is required to grant a security interest to Agent, for the benefit of the Lenders, in all of Grantor's trademarks, trademark licenses, trade names, trade styles, service marks, logos and all registrations and recordings thereof and applications in connection therewith, whether registered or unregistered, now owned or existing or hereafter acquired or arising, and wherever located, including the trademarks, trademark licenses and applications for registration listed on Schedule I hereto (collectively, the "Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Agent hereby agree as follows:

1. Grant of Security Interest.

(a) Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under all the Secured Trademarks, including all reissues, extensions or renewals thereof and all goodwill associated with or symbolized by any of the foregoing.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of the Lenders with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

2. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Loan Agreement. Notwithstanding the foregoing, Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule I to include reference to any right, title or interest in any existing trademarks or any trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any trademarks in which Grantor no longer has or claims any right, title or interest.

TO: Fax COMPANY:

3. Governing Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL IS LOCATED NECESSARILY GOVERNS THE VALIDITY, PERFECTION, PRIORITY AND ENFORCEABILITY, AND THE EXERCISE OF ANY REMEDIES WITH RESPECT TO ANY LIEN OR SECURITY INTEREST INTENDED TO BE CREATED OR GRANTED HEREBY ON COLLATERAL LOCATED IN SUCH STATE.

4. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of Agent and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of Agent given in accordance with the Loan Agreement, assign any right, duty or obligation hereunder.

5. Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Facsimiles shall be effective as originals.

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TO: Fax COMPANY:

SCHEDULE I

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<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>TRADEMARK (AND JURISDICTION)</u>
Gary-Williams Energy Corporation	2,402,404	11/7/2000	Stylized "G"
Gary-Williams Energy Corporation	2,306,931	1/11/2000	GARY-WILLIAMS

TO: Fax COMPANY:

TRADEMARK LICENSES:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
N/A	N/A	N/A

Schedule I-2

TO: Fax COMPANY:

APPLICATIONS FOR REGISTRATION:

OWNER	U.S. SERIAL NUMBER	TRADEMARK
N/A	N/A	N/A

Schedule I-3

136147v.2 BAN177/29002

RECORDED: 11/16/2009

TRADEMARK
REEL: 004107 FRAME: 0836