

**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
Northern Tier Retail LLC		12/01/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	0770570	SA SUPERAMERICA
Registration Number:	0770620	SA SUPERAMERICA
Registration Number:	1360038	SA SUPERAMERICA
Registration Number:	1360039	SA
Registration Number:	2040035	SA
Registration Number:	2013616	SA SUPERAMERICA
Registration Number:	2875620	SUPERAMERICA SPEEDY WASH
Registration Number:	1329129	SUPERAMERICA
Registration Number:	1467865	SUPERAMERICA
Registration Number:	1922447	SUPERAMERICA
Registration Number:	1999178	SUPERAMERICA
Registration Number:	1972743	SUPERAMERICA
Registration Number:	3689837	SUPERAMERICA TV

OP \$340.00 0770570

CORRESPONDENCE DATA

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 455-7976  
Email: ksolomon@stblaw.com  
Correspondent Name: Mindy M. Lok, Esq.  
Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1532
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	12/16/2010

Total Attachments: 9  
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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of December 1, 2010 is made by Northern Tier Retail LLC, a Delaware limited liability company, located at 539 South Main Street, Findlay, Ohio 45840 (the "Obligor"), in favor of JP Morgan Chase Bank, N.A., a national banking association, with an address at P.O. Box 2558, Houston, TX 77252, as Administrative Agent and Collateral Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of December 1, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Northern Tier Energy LLC ("Holdings"), each other subsidiary of Holdings from time to time party hereto, the Lenders, and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of Holdings have executed and delivered a Pledge and Security Agreement, dated as of December 1, 2010, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Pledge and Security Agreement");

WHEREAS, pursuant to the Pledge and Security Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to extend credit and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Secured Obligations. It is

the intent of the parties that this Agreement grants a security interest in the Collateral and is not intended to be, and shall not be deemed to be, an assignment of the Collateral.

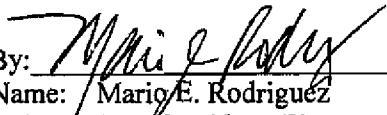
SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Pledge and Security Agreement and is expressly subject to the terms and conditions thereof. The Pledge and Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Pledge and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NORTHERN TIER RETAIL LLC

By:   
Name: Mario E. Rodríguez  
Title: Vice President, Finance  
Date:

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent and Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:  
Date:

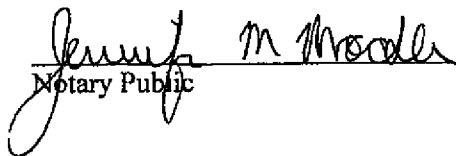
[Signature Page to IP Security Agreement – Northern Tier Retail LLC]

ACKNOWLEDGMENT OF OBLIGOR

STATE OF New York )  
COUNTY OF New York ) ss

On the 1 day of December, 2010, before me personally came Marion E. Rodriguez, who is personally known to me to be the Vice President, Finance of Northern Tier Retail LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the Vice President, Finance in such company, the company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such company; and that she/he acknowledged said instrument to be the free act and deed of said company.

Jennifer M. Mockler  
Notary Public, State of New York  
No. 01MO6224683  
Qualified in Kings County  
Certificate Filed in New York County  
Commission Expires July 6, 2014

  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

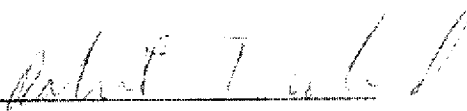
[Signature Page to IP Security Agreement – Northern Tier Retail LLC]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NORTHERN TIER RETAIL LLC

By: \_\_\_\_\_  
Name:  
Title:  
Date:

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent and Collateral Agent

By:   
Name: \_\_\_\_\_  
Title: **ROBERT TRABAND**  
**MANAGING DIRECTOR**  
Date: 11/79/2010

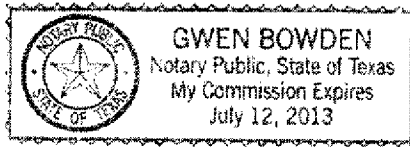
[Signature Page to IP Security Agreement – Northern Tier Retail LLC]

**TRADEMARK**  
**REEL: 004435 FRAME: 0012**

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF Texas )  
 ) ss  
COUNTY OF Harris )

On the 29<sup>th</sup> day of November, 2010, before me personally came Robert Inaband, who is personally known to me to be the Managing Director of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the person in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.



Gwen Bowden  
Notary Public







(PLACE STAMP AND SEAL ABOVE)


[Signature Page to IP Security Agreement – Northern Tier Retail LLC]



Schedule A

SUPERAMERICA Issued U.S. Marks

Mark	Registration Number	Goods or Services
	770,570	Anti-freeze, in class 1
	770,620	Lubricating oils and greases, in class 4
	1,360,038	-Industrial oils, greases and fuels, in class 4 -Vehicle service station services, in class 37
	1,360,039	-Industrial oils, greases and fuels, in class 4 -Vehicle service station services, in class 35
	2,040,035	Clothing, namely shirts, sweaters, jackets, shorts, sweatshirts, jogging suits, athletic footwear, hats, caps, belts, raincoats, kerchiefs, neckties, scarves, wristbands, and sun visors, in class 25
	2,013,616	-Vehicle service station services, in class 37 -Retail convenience store services in class 42

 <b>Speedy Wash</b>	2,875,620	Vehicle service station service: vehicle cleaning and washing services. in class 37
SUPERAMERICA	1,329,129	~Antifreeze for motor vehicles. in class 1 ~Gasoline, diesel fuel and lubricating oil. in class 4 ~Vehicle service station services. in class 37 ~Retail convenience store services. in class 42
SUPERAMERICA	1,467,865	Chemical additive for motor fuels and fertilizer. in class 1
SUPERAMERICA	1,922,447	Car wash services. in class 37
SUPERAMERICA	1,999,178	Clothing, namely shirts, sweaters, jackets, shorts, sweatshirts, jogging suits, athletic footwear, hats, caps, belts, rain coats, kerchiefs, neckties, scarves, wristbands and sun visors. in class 25
SUPERAMERICA	1,972,743	~Pens, pencils, letter openers, leather road-atlas covers, leather covers for writing tablets. in class 16 ~Plastic key rings. in class 20 ~Coffee cups, mugs, and portable coolers. in class 21
SUPERAMERICA TV	3,689,837	Internet broadcasting services for broadcasting television quality programs delivered to retail stores and retail convenience stores; television broadcasting services, namely, providing broadcasts of entertainment, news, sports, weather and information to retail stores and

		retail convenience stores via a proprietary communication network, in class 38
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