

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
Delek Marketing & Supply, LP		11/07/2012	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as Administrative Agent		
Street Address:	38 Fountain Square Plaza		
Internal Address:	Fifth Third Center		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1311916	P	
Registration Number:	1304162	P	
CORRESPONDENCE DATA			
Fax Number:	3128035299		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1994326		
NAME OF SUBMITTER:	Richard Kalwa		

CH \$65.00 1311916

Signature:	/richard kalwa/
Date:	11/07/2012
Total Attachments: 5 source=3285102#page1.tif source=3285102#page2.tif source=3285102#page3.tif source=3285102#page4.tif source=3285102#page5.tif	

TRADEMARK COLLATERAL AGREEMENT

This 7th day of November, 2012, Delek Marketing & Supply, LP, a Delaware limited partnership (“*Debtor*”) with its principal place of business and mailing address at 7102 Commerce Way, Brentwood, TN 37027, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Fifth Third Bank, an Ohio banking corporation (“*Fifth Third*”), with its mailing address at Fifth Third Center, 38 Fountain Square Plaza, Cincinnati, OH 45263, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Fifth Third acting as such administrative agent and any successor(s) or assign(s) to Fifth Third acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith among Delek Logistics Partners, LP, a Delaware limited partnership, Debtor, Delek Logistics Operating, LLC, a Delaware limited liability company, Delek Marketing GP, LLC, a Delaware limited liability company, Delek Crude Logistics, LLC, a Texas limited liability company, Delek Marketing-Big Sandy, LLC, a Texas limited liability company, Magnolia Pipeline Company, LLC, a Delaware limited liability company, El Dorado Pipeline Company, LLC, a Delaware limited liability company, SALA Gathering Systems, LLC, a Texas limited liability company, and Paline Pipeline Company, LLC, a Texas limited liability company (all of the foregoing, including Debtor, collectively as “*Debtors*” under such agreement) and Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a statement of use pursuant to 15 U.S.C. §1051 (c) or (d) (a “*Statement of Use*”) having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as Debtor’s Intent-to-Use Application is pending without a Statement of Use having been filed and


accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.


Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

DELEK MARKETING & SUPPLY, LP, a Delaware limited partnership

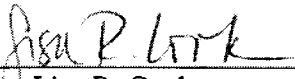
By: Delek Marketing GP, LLC, a Delaware limited liability company, its general partner

By: 
Name: ANDY SCHWARCZ
Title: EVP/General Counsel/Secretary

By: 
Name: PETE DAILY
Title: EVP

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Administrative Agent

By 
Name: Lisa R. Cook
Title: Vice President

[Signature Page to Trademark Collateral Agreement]

TRADEMARK
REEL: 004895 FRAME: 0832

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
"P" AND DESIGN	1311916	01/01/1985
"P" AND DESIGN	1304162	11/06/1984