

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		11/08/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas
Street Address:	60 Wall Street, 27th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	banking corporation: NEW YORK

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4137034	BUY STUFF. GET STUFF FREE!
Serial Number:	85379964	MY SA REWARDS
Serial Number:	85348895	SA REWARDS

CORRESPONDENCE DATA

Fax Number: 7136155803
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 7137581105
 Email: iptldocket@velaw.com
 Correspondent Name: W. Scott Brown
 Address Line 1: 1001 Fannin Street
 Address Line 4: Houston, TEXAS 77002-6760

ATTORNEY DOCKET NUMBER:	NOR316
NAME OF SUBMITTER:	W. Scott Brown

CH \$90.00 4137034

Signature:	/wsb/
Date:	12/13/2012
Total Attachments: 7 source=Northern Tier Retail LLC II#page1.tif source=Northern Tier Retail LLC II#page2.tif source=Northern Tier Retail LLC II#page3.tif source=Northern Tier Retail LLC II#page4.tif source=Northern Tier Retail LLC II#page5.tif source=Northern Tier Retail LLC II#page6.tif source=Northern Tier Retail LLC II#page7.tif	

**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of November 8, 2012 is made by Northern Tier Retail LLC, a Delaware limited liability company, located at 38C Grove Street, Suite 100, Ridgefield, CT 06877 (the "Obligor"), in favor of Deutsche Bank Trust Company Americas, a New York banking corporation, with an address at 60 Wall Street, 27th Floor, New York, NY 10005, as Collateral Agent (the "Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Indenture (the "Indenture"), dated as of December 1, 2010 among Northern Tier Energy LLC ("Holdings"), Northern Tier Finance Corporation, the other grantors and Deutsche Bank Trust Company Americas, as indenture trustee, Holdings and Northern Tier Finance Corporation have issued the 10.5% Senior Secured Notes due 2017;

WHEREAS, in connection with the Indenture, the Obligor, Holdings, certain other subsidiaries of Holdings and the Agent have executed and delivered a Pledge and Security Agreement, dated as of December 1, 2010 (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Pledge and Security Agreement") in order to induce the Holders to purchase the Notes and to secure the Secured Obligations, including with respect to any guarantee pursuant to Article X of the Indenture;

WHEREAS, pursuant to the Collateral Trust and Intercreditor Agreement ("Collateral Trust and Intercreditor Agreement") dated as of December 1, 2010 among Holdings, certain other subsidiaries of Holdings, Deutsche Bank Trust Company Americas, as indenture trustee, J. Aron & Company, the Agent and certain other parties, the Agent has agreed to act as an agent on behalf of all Secured Parties with respect to the Collateral;

WHEREAS, pursuant to the Pledge and Security Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Secured Parties 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 Holders to purchase the Notes and to secure the Secured Obligations, the Obligor agrees, for the benefit of the Agent and the Secured Parties, 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 Indenture, the Collateral Trust and Intercreditor 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 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 Secured Parties 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 Secured Parties 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 Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

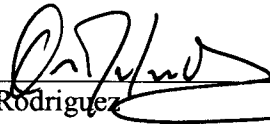
SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and the Pledge and Security Agreement, the terms and provisions 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.

SECTION 6. Agent Entitled to Protections. The Agent shall be afforded in this Agreement all of the same rights, powers, immunities and indemnities of the Collateral Agent set forth in the Collateral Trust and Intercreditor Agreement, as if such rights, powers, immunities and indemnities were specifically set forth in this Agreement.

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: Oscar Rodriguez
Title: Treasurer & Secretary

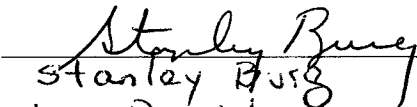
[Grant of Security Interest in Trademark Rights – Northern Tier Retail LLC]


TRADEMARK
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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.

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent

By: Deutsche Bank National Trust Company

By: 
Name: Stanley Burs
Title: Vice President

By: 
Name: Chris Niesz
Title: Associate

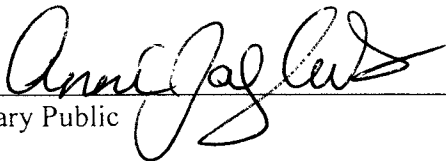
[Grant of Security Interest in Trademark Rights – Northern Tier Retail LLC]

TRADEMARK
REEL: 004918 FRAME: 0646

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF NEW JERSEY)
) ss
COUNTY OF HUDSON)

On the 6th day of November, 2012, before me personally came Stanley B. Big who is personally known to me to be each the Vice President of Deutsche Bank National Trust Company, for Deutsche Bank Trust Company Americas, a New York banking corporation; who, being duly sworn, did depose and say that she/he is the Vice President 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.



Notary Public

ANNIE V. JAGHATSPANYAN
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2421080
My Commission Expires 5/21/2017

(PLACE STAMP AND SEAL ABOVE)

STATE OF NEW JERSEY)
) ss
COUNTY OF HUDSON)

On the 6th day of November, 2012, before me personally came Chris Niesz who is personally known to me to be each the Associate of Deutsche Bank National Trust Company, for Deutsche Bank Trust Company Americas, a New York banking corporation; who, being duly sworn, did depose and say that she/he is the Associate 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.



Notary Public

ANNIE V. JAGHATSPANYAN
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2421080
My Commission Expires 5/21/2017

(PLACE STAMP AND SEAL ABOVE)

[Grant of Security Interest in Trademark Rights – Northern Tier Retail LLC]

Schedule A

Mark	Ser. No.	Reg. No.	Goods or Services
BUY STUFF. GET STUFF FREE!		4,137,034	Providing incentive award program for customers through the issuance and processing of loyalty points, in class 35.
MY SA REWARDS	85/379,964		Providing incentive award program for customers through the issuance and processing of loyalty points, in class 35.
SA REWARDS	85/348,895		Providing incentive award program for customers through the issuance and processing of loyalty points, in class 35.

Schedule A

US 1638409v.2

RECORDED: 12/13/2012

TRADEMARK
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