

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| 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: UNITED STATES |

PROPERTY NUMBERS Total: 16

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

TRADEMARK

CH \$415.00 4137034

| | | |
|----------------------|---------|-----------------|
| Registration Number: | 1972743 | SUPERAMERICA |
| Registration Number: | 3689837 | SUPERAMERICA TV |

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 |
| Signature: | /wsb/ |
| Date: | 12/13/2012 |

Total Attachments: 8
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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 Additional Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Indenture (as it may be amended, supplemented, amended and restated, refinanced in whole or in part or otherwise modified and in effect from time to time, the "Indenture"), dated as of November 8, 2012, among Northern Tier Energy LLC, a Delaware limited liability company (the "Issuer"), Northern Tier Finance Corporation, a Delaware corporation (the "Co-Issuer"), the Subsidiary Guarantors from time to time party thereto and Deutsche Bank Trust Company Americas, as trustee (the "Trustee"), pursuant to which Issuer and Co-Issuer have issued the 7.125% Senior Secured Notes due 2020 (together with the Notes (as defined therein), the "Notes");

WHEREAS, in connection with the Indenture, the Obligor, the Issuer, the Co-Issuer, certain other subsidiaries of the Issuer and the Agent have executed and delivered a Pledge and Security Agreement, dated as of November 8, 2012 (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 (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Collateral Trust and Intercreditor Agreement") dated as of December 1, 2010 among the Issuer, the Co-Issuer, certain other subsidiaries of the Issuer, the Agent and the Secured Representatives from time to time party thereto, the Agent has agreed to act as an agent on behalf of the Additional 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 Additional 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 Additional 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 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 Additional 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 Additional 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 Additional 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 Additional 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

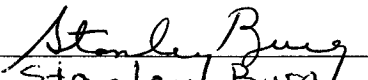
By: 
Name: Oscar Rodriguez
Title: Treasurer & Secretary

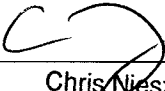
[Signature Page - Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 004918 FRAME: 0660

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

By: Deutsche Bank National Trust Company

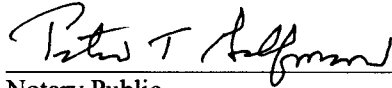
By: 
Name: Stanley Burg
Title: Vice President

By: 
Name: Chris Niesz
Title: Associate

ACKNOWLEDGMENT OF OBLIGOR

STATE OF NEW YORK)
) ss
COUNTY OF WESTCHESTER)

On the 8 day of November, 2012 before me personally came Oscar Rodriguez, who is personally known to me to be the Treasurer & Secretary of Northern Tier Retail LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that he is the Treasurer & Secretary in such company, the company described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such company; and that he acknowledged said instrument to be the free act and deed of said company.



Notary Public

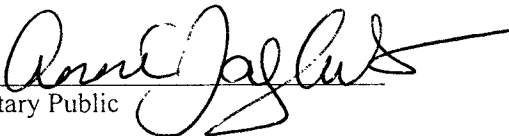
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(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF New Jersey)
) ss
COUNTY OF Hudson)

On the 6th day of November, 2012 before me personally came Stanley Burg who is personally known to me to be the Vice President of Deutsche Bank National Trust Company, on behalf of Deutsche Bank Trust Company Americas, a New York banking company; 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.

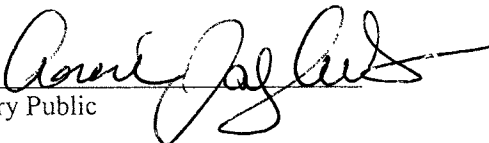

Notary Public

(PLACE STAMP AND SEAL ABOVE)

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

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 the Associate of Deutsche Bank National Trust Company, on behalf of Deutsche Bank Trust Company Americas, a New York banking company; 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



(PLACE STAMP AND SEAL ABOVE)

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

Exhibit A

SCHEDULE OF U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

| 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. |
| SA SUPERAMERICA & Design  | | 770,570 | Anti-freeze, in class 1. |
| SA SUPERAMERICA & Design  | | 770,620 | Lubricating oils and greases, in class 4. |
| SA SUPERAMERICA & Design  | | 1,360,038 | Industrial oils, greases and fuels, in class 4; Vehicle services station services in class 37. |
| SA & Design  | | 1,360,039 | Industrial oils, greases and fuels, in class 4; Vehicle service station services, n class 37. |
| SA & Design  | | 2,040,035 | Clothing, namely shirts, sweaters, jackets, shorts, sweatshirts, in class 25. |

| Mark | Ser. No. | Reg. No. | Goods or Services |
|---|----------|-----------|---|
| SA SUPERAMERICA & Design  | | 2,013,616 | Vehicle service station services, in class 37; Retail convenience stores services, in class 42. |
| SUPERAMERICA SPEEDY WASH  | | 2,875,620 | Vehicle service station services; vehicle cleaning and washing services, in class 37. |
| SUPERAMERICA | | 1,329,129 | Anti-freeze for motor vehicles, in class 1; Gasoline, diesel fuel and lubrication 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, in class 1. |
| SUPERAMERICA | | 1,922,447 | Car wash services, in class 37. |
| SUPERAMERICA | | 1,999,178 | Clothing, namely shirts, sweaters, jackets, shorts, sweatshirts, in class 25. |
| SUPERAMERICA | | 1,972,743 | Pens, pencils, 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. |