

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BNP Paribas (successor by merger to Paribas)		01/18/2013	Societe Anonyme: FRANCE

RECEIVING PARTY DATA	
Name:	Tesoro Petroleum Corporation (n/k/a Tesoro Corporation)
Street Address:	19100 Ridgewood Parkway
City:	San Antonio
State/Country:	TEXAS
Postal Code:	78259
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2487913	TESORO
Registration Number:	2386019	TESORO
Registration Number:	1670525	GOLD STAR ENERGY
Registration Number:	1630330	TESORO ALASKA

CORRESPONDENCE DATA	
Fax Number:	2124552502
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(212) 455-2222
Email:	ksolomon@stblaw.com
Correspondent Name:	Marcela Robledo, 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:	092305/0008
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NAME OF SUBMITTER:	Marcela Robledo
Signature:	/mr/
Date:	01/22/2013
Total Attachments: 3 source=Tesoro - Trademark Release - EXECUTED 1-18-13#page1.tif source=Tesoro - Trademark Release - EXECUTED 1-18-13#page2.tif source=Tesoro - Trademark Release - EXECUTED 1-18-13#page3.tif	

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This Termination and Release of Security Interest in Trademarks (the "Release") is executed as of January 18, 2013, by **BNP PARIBAS** (successor by merger to PARIBAS), as Collateral Agent under the Guarantee and Collateral Agreement referred to below (in such capacity, the "Collateral Agent"), in favor of Tesoro Petroleum Corporation (the "Grantor"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Guarantee and Collateral Agreement referred to below.

WHEREAS, the Grantor and certain of its subsidiaries entered into that certain Credit Agreement dated as of May 29, 1998 (as amended, amended and restated, or otherwise modified to the date hereof, the "Credit Agreement"), among the Grantor, the lenders from time to time parties thereto, Lehman Brothers Inc. as arranger, Lehman Commercial Paper Inc. as syndication agent and documentation agent and the Collateral Agent; and

WHEREAS, the Grantor and certain of its subsidiaries entered into that certain Guarantee and Collateral Agreement dated as of May 29, 1998 (as amended, amended and restated, or otherwise modified to the date hereof, the "Guarantee and Collateral Agreement"), among the Grantor, the subsidiaries party thereto and the Collateral Agent; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Collateral Agent, among others, a continuing security interest in all of the Grantor's right, title and interest in and to the United States Trademark registrations and applications listed on Exhibit A hereto, together with the goodwill of the business connected with the use thereof and symbolized thereby, and all rights to sue or otherwise recover for any past, present, or future infringement or other violation or impairment of any of the foregoing (the "Security Interest").

WHEREAS the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 31, 1998 at Reel 1779, Frame 0282.

WHEREAS the Collateral Agent has agreed to terminate and release its Security Interest as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties acknowledge, the Collateral Agent hereby releases, terminates and discharges the Security Interest granted under the Guarantee and Collateral Agreement, and any right, title or interest of the Collateral Agent in such Security Interest shall hereby terminate, cease and become void. The Collateral Agent hereby consents to the recording of this Release with the United States Patent and Trademark Office and agrees to duly execute and deliver any further documents and do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

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IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed as of the date first written above.

BNP PARIBAS (successor by merger to
PARIBAS), as Collateral Agent

By: 
Name: **Joseph Onischuk**
Title: **Managing Director**

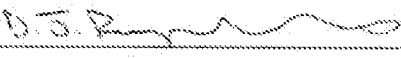
By: 
Name: **David Reynolds**
Title: **Vice President**

EXHIBIT A

UNITED STATES TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Title	App. No./ Reg. No.
TESORO AND DESIGN	2,487,913
TESORO AND DESIGN	2,386,019
GOLD STAR ENERGY	1,670,525
TESORO ALASKA AND DESIGN	1,630,330