

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tesoro Corporation		01/28/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, National Association, as Collateral Agent
Street Address:	10 S. Dearborn, 7th Fl
Internal Address:	Mailcode IL1-1145
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 17		
Property Type	Number	Word Mark
Registration Number:	2417979	TESORO
Registration Number:	2417980	TESORO
Registration Number:	2417983	TESORO
Registration Number:	2470027	TESORO
Registration Number:	2473954	TESORO
Registration Number:	2736950	TESORO
Registration Number:	2487913	TESORO
Registration Number:	2406814	TESORO
Registration Number:	2498186	TESORO
Registration Number:	2488024	TESORO
Registration Number:	2386019	TESORO
Registration Number:	1630330	TESORO ALASKA
Registration Number:	3994555	TESORO DAKOTA PREMIER

OP \$440.00 2417979

Registration Number:	3826200	TESORO FREE FILLIN'
Registration Number:	3826201	TESORO FREE FILLIN'
Registration Number:	3861943	TESORO GALLONS FOR GRADES
Registration Number:	2978371	TESORO GIFT CARD

CORRESPONDENCE DATA

Fax Number:

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

Email: daniel.cote@thomsonreuters.com

Correspondent Name: James P. Murphy, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:

James P. Murphy, Legal Assistant

Signature:

/daniel cote thomsonreuters/

Date:

01/29/2013

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Tesoro Corporation

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) US - DE

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 01/28/2013

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, National Association, as

Street Address: Collateral Agent, 10 S. Dearborn, 7th Fl

City: Mailcode IL-1145, Chicago

State: IL

Country: USA Zip: 60603

- Individual(s) Citizenship _____
- Association Citizenship US - Fed
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

SEE SCHEDULE A

SEE SCHEDULE A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James P. Murphy, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3345

Docket Number: _____

Email Address: jmurphy@cahill.com

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

James P. Murphy
Signature

January 28, 2013

Date

JAMES P. MURPHY

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of January 28, 2013 is made by Tesoro Corporation, a Delaware corporation, located at 19100 Ridgewood Parkway, San Antonio, TX 78259 (the "Grantor"), in favor of JPMorgan Chase Bank, National Association, as collateral agent (the "Agent") on behalf of the Secured Parties (as defined in the Credit Agreement) pursuant to a Term Loan Credit Agreement dated January 28, 2013 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among the Grantor, the subsidiaries of the Grantor party thereto, JPMorgan Chase Bank, National Association, as administrative agent and collateral agent, and the lending institutions from time to time party thereto (collectively, the "Lenders").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have extended credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain subsidiaries of the Grantor have executed and delivered a Security Agreement, dated as of January 28, 2013, in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest in certain of its Trademarks; and

WHEREAS, the Grantor 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 Agent to enter into the Credit Agreement and the Lenders to extend credit to the Grantor, the Grantor agrees, for the benefit of 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 Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges, assigns, and grants a security interest in all of the Grantor's right, title and interest in, to and under those Trademarks listed on Schedule A hereto (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor 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 Security Agreement and is expressly subject to the terms

and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

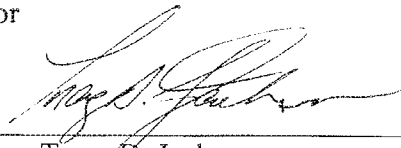
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions 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 Security Agreement, the terms of the 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 on this 28th day of January, 2013.

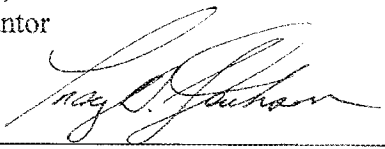
TESORO CORPORATION,

as Grantor

By: 
Name: Tracy D. Jackson
Title: Vice President and Treasurer

TESORO REFINING & MARKETING COMPANY
LLC,

as Grantor

By: 
Name: Tracy D. Jackson
Title: Vice President and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004950 FRAME: 0715

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION,
as Agent

By: 
Name: Helen Carr
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004950 FRAME: 0716

SCHEDULE A

UNITED STATES REGISTERED AND APPLIED FOR TRADEMARKS

Owner	Trademark	Registration Number	Registration Date	Serial/ Application Number
Tesorro Corporation	TESORO	2,417,979	01/02/2001	75/488,449
Tesorro Corporation	TESORO	2,417,980	01/02/2001	75/488,627
Tesorro Corporation	TESORO	2,417,983	01/02/2001	75/489,868
Tesorro Corporation	TESORO	2,470,027	07/17/2001	75/488,255
Tesorro Corporation	TESORO	2,473,954	07/31/2001	75/489,873
Tesorro Corporation	TESORO & DESIGN (LEFT SIDE)	2,736,950	07/15/2003	75/489,870
Tesorro Corporation	TESORO & DESIGN (LEFT SIDE)	2,487,913	09/11/2001	75/392,362
Tesorro Corporation	TESORO & DESIGN (LEFT SIDE)	2,406,814	11/21/2000	75/488,256
Tesorro Corporation	TESORO & DESIGN (RIGHT SIDE)	2,498,186	10/16/2001	75/129,578
Tesorro Corporation	TESORO & DESIGN (TOP)	2,488,024	09/11/2001	75/488,117
Tesorro Corporation	TESORO & DESIGN (TOP)	2,386,019	09/12/2000	75/391,865
Tesorro Corporation	TESORO ALASKA & DESIGN	1,630,330	01/01/1991	74/032,515
Tesorro Corporation	TESORO DAKOTA PREMIER	3,994,555	07/12/2011	77/859,001
Tesorro Corporation	TESORO FREE FILLIN'	3,826,200	07/27/2010	77/738,434
Tesorro Corporation	TESORO FREE FILLIN' & DESIGN	3,826,201	07/27/2010	77/738,443
Tesorro Corporation	TESORO GALLONS FOR GRADES & DESIGN	3,861,943	10/12/2010	77/848,328
Tesorro Corporation	TESORO GIFT CARD	2,978,371	7/26/2005	78/180,362