

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST RELEASE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF NEW YORK MELLON TRUST COMPANY, N.A.		03/25/2013	BANK: UNITED STATES
RECEIVING PARTY DATA			
Name:	WESTERN REFINING SOUTHWEST, INC.		
Street Address:	1250 W. WASHINGTON ST.		
City:	TEMPE		
State/Country:	ARIZONA		
Postal Code:	85281		
Entity Type:	CORPORATION: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78655231	GIANT	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023704761		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	THOMAS FAHEY		
Address Line 1:	1100 G Street NW, Suite 420		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F144069		
NAME OF SUBMITTER:	KAREN S. COTTRELL		
Signature:	/KAREN S. COTTRELL/		

OP \$40.00 78655231

Date:

03/27/2013

Total Attachments: 4

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Release of Security Interest in Trademark Collateral

WHEREAS, by a certain Amended and Restated Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Agreement**”; terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Agreement) effective as of June 12, 2009 by Western Refining Southwest, Inc., an Arizona corporation (the “**Grantor**”), in favor of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Collateral Trustee (the “**Collateral Trustee**”), which Agreement was recorded with the United States Patent and Trademark Office (the “**USPTO**”) on August 26, 2009 on reel 004053 frame 0132, Grantor pledged and granted to the Collateral Trustee a lien on and security interest in, all of its right, title and interest in, to and under all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto, all renewals of the foregoing, all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License and all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License (collectively, the “**Trademark Collateral**”).

WHEREAS, the Collateral Trustee has agreed at the request of the Grantor to release its security interest in and lien on the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. *Release of Security Interest in Trademark Collateral.*

(a) The Collateral Trustee hereby terminates the Agreement and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Trademark Collateral.

(b) If and to the extent the Collateral Trustee has acquired any right, title or interest in, to or under any of the Trademark Collateral, the Collateral Trustee hereby assigns, transfers, conveys and delivers such right, title or interest to the Grantor.

(c) The Collateral Trustee shall take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Release, in each case at the Grantor’s sole expense.

SECTION 2. *Recordation of Release.* The Collateral Trustee hereby authorizes and requests that the Commissioner for Trademarks in the USPTO, and any other necessary United States government officer, record this Release; it being understood that such recordation shall be at the Grantor’s sole expense.

SECTION 3. *Counterparts*. This Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. *Governing Law*. This Release shall be governed by and construed in accordance with the laws of the State of New York.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Release effective on the date set forth below.

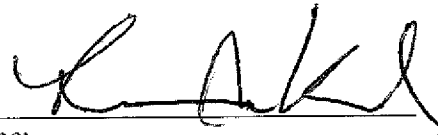
Dated: March 25, 2013

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Collateral
Trustee

By: _____

Name:

Title:



LAWRENCE M. KUSCH
VICE PRESIDENT

*SIGNATURE PAGE TO TRADEMARK RELEASE
(AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT – JUNE 12, 2009 –
WESTERN REFINING SOUTHWEST, INC.)*

**TRADEMARK
REEL: 004992 FRAME: 0276**

Schedule I

Trademarks

WESTERN REFINING SOUTHWEST, INC.

TRADEMARK APPLICATIONS

Trademark Name	Application Number	Application Date
Giant	78/655,231	June 21, 2005