

## 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
	Hunt Refining Company		02/21/2014	CORPORATION: DELAWARE
	Hunt Southland Refining Company		02/21/2014	CORPORATION: DELAWARE
	Hunt Crude Oil Supply Company		02/21/2014	CORPORATION: DELAWARE
	Alabama Bulk Terminal Company, LLC		02/21/2014	LIMITED LIABILITY COMPANY: ALABAMA
RECEIVING PARTY DATA				
Name:	Wells Fargo Bank, National Association			
Street Address:	1100 Abernathy Road			
Internal Address:	Suite 1600			
City:	Atlanta			
State/Country:	GEORGIA			
Postal Code:	30328			
Entity Type:	National Association: UNITED STATES			
PROPERTY NUMBERS Total: 1				
	Property Type	Number	Word Mark	
	Registration Number:	2912085	PARADE	
CORRESPONDENCE DATA				
Fax Number:	3026365454			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x 62348			
Email:	jpaterso@cscinfo.com			
Correspondent Name:	Corporation Service Company			
Address Line 1:	1090 Vermont Avenue NW, Suite 430			
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005			
ATTORNEY DOCKET NUMBER:	022878			

CH \$40.00 2912085

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	02/24/2014
<b>Total Attachments: 6</b> source=2-24-14 Hunt Refining Company-TM#page1.tif source=2-24-14 Hunt Refining Company-TM#page2.tif source=2-24-14 Hunt Refining Company-TM#page3.tif source=2-24-14 Hunt Refining Company-TM#page4.tif source=2-24-14 Hunt Refining Company-TM#page5.tif source=2-24-14 Hunt Refining Company-TM#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 21 day of February, 2014, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each, individually, "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and permitted assigns in such capacity, "Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of February 21, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among HUNT REFINING COMPANY, a Delaware corporation (the "Company"), HUNT SOUTHLAND REFINING COMPANY, a Delaware corporation ("Hunt Southland"), HUNT CRUDE OIL SUPPLY COMPANY, a Delaware corporation ("Hunt Supply US"), and ALABAMA BULK TERMINAL COMPANY, LLC, an Alabama limited liability company ("Alabama Bulk" and, together with the Company, Hunt Southland and Hunt Supply US, collectively, the "Borrowers"), the lenders party thereto as "Lenders", and Agent, the Lender Group has agreed to make certain extensions of credit and financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to Bank Product Agreements among the Bank Product Providers and Borrowers and/or the other Loan Parties (as such term is defined in the Credit Agreement), the Bank Product Providers have agreed to provide services and financial accommodations to Borrowers and the other Loan Parties from time to time pursuant to the terms and conditions thereof;

WHEREAS, in order to induce the Lender Group and the Bank Product Providers to make extensions of credit and financial accommodations and provide services, as applicable, to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, the Loan Parties (including Grantors) have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of February 21, 2014 (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants and pledges to Agent, for the ratable benefit of each member of the Lender

Group and each of the Bank Product Providers, as collateral security for the prompt and complete payment and performance when due (whether upon stated maturity, acceleration, or otherwise) of the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of such Grantor’s right, title and interest in and to all of such Grantor’s Trademarks (including those registered or applied for with the PTO and referred to on Schedule I);

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License; provided, however, that the Security Interest created hereunder shall not extend to, and the term “Trademark Collateral” shall not include, any Excluded Assets.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the ratable benefit of each member of the Lender Group and each of the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future United States registered Trademarks or applications therefor of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed

counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

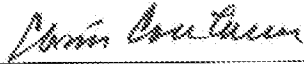
7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

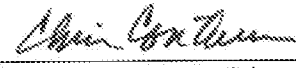
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

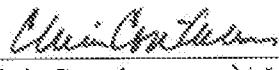
HUNT REFINING COMPANY

By:   
Name: Chris Contakos *DK*  
Title: Vice President and Chief Financial Officer

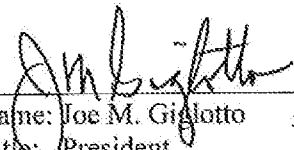
HUNT SOUTHLAND REFINING COMPANY

By:   
Name: Chris Contakos *DK*  
Title: Treasurer and Assistant Secretary

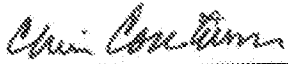
HUNT CRUDE OIL SUPPLY COMPANY

By:   
Name: Chris Contakos *DK*  
Title: Treasurer and Assistant Secretary

ALABAMA BULK TERMINAL COMPANY, LLC

By:   
Name: Joe M. Gigliotto *DK*  
Title: President

EAST MISSISSIPPI PIPELINE COMPANY

By:   
Name: Chris Contakos *DK*  
Title: Treasurer and Assistant Secretary

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:  
WELLS FARGO BANK, NATIONAL  
ASSOCIATION, a national banking association

By:   
Name: Jennifer R. Avrigian  
Title: Director

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Hunt Refining Company	2,912,085	PARADE AND DESIGN

Applications: NONE.