

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alon USA, LP		12/16/2013	Limited Partnership: Texas
RECEIVING PARTY DATA			
Name:	Alon Assets, Inc.		
Street Address:	12700 Park Central Drive, Ste. 1600		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75251		
Entity Type:	CORPORATION: Delaware		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4408078	AVII	
CORRESPONDENCE DATA			
Fax Number:	7132212185		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	713-221-1377		
Email:	docketing@bgllp.com, albert.kimball@bgllp.com		
Correspondent Name:	Albert B. Kimball, Jr.		
Address Line 1:	711 Louisiana Street, Ste. 2300		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	002572.000070		
NAME OF SUBMITTER:	Albert B. Kimball, Jr.		
Signature:	/Albert B. Kimball, Jr./		

OP \$40.00 4408078

Date:

03/07/2014

Total Attachments: 2

source=Trademark Assignment Alon AVII .70#page1.tif

source=Trademark Assignment Alon AVII .70#page2.tif

TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, ALON USA, LP, a limited partnership organized and existing under and by virtue of the laws of Texas, having offices at 12700 Park Central Drive, Suite 1600, Dallas, Texas 75251, called "Assignor", owns the trademark AVii, which is the subject of U.S. Trademark Registration No. 4,408,078 registered September 24, 2013, together with the goodwill of the business symbolized thereby and associated therewith, (the foregoing collectively referred to as "the Mark");

WHEREAS, ALON ASSETS, INC., a corporation organized and existing under and by virtue of the laws of Delaware, having offices at 12700 Park Central Drive, Suite 1600, Dallas, Texas 75251, called "Assignee", and a related company of Assignor is desirous of acquiring all of the right, title, and interest of Assignor in and to the Mark, and in and to any renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith; and

WHEREAS, Assignee has the power to direct or control the direction of the management and policies of Assignor;

THEREFORE, BE IT KNOWN that for the good and valuable consideration of Ten Dollars (\$10.00) in hand paid, and the controlling ownership relation between Assignee and Assignor for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby assign, transfer and convey to Assignee all of its right, title and interest in and to the Mark, inclusive of the goodwill of the business symbolized by the Mark, including, but not limited to, the right to use the Mark, and the right to sue for and be entitled to any damages within the meaning of the trademark laws for infringement of the Mark, effective as of the date identified in Paragraph 4. below (the "Effective Date").
2. Assignee hereby accepts the assignment of the Mark, inclusive of the goodwill of the business symbolized by the Mark, including, but not limited to, and the right to sue for and be entitled to any damages for infringement of the Mark.
3. Assignor agrees to take reasonable further action, at the cost of Assignee, to properly and fully effect and perfect the transfer to Assignee of the Mark, and further, to aid and assist regarding documents or information in Assignee's possession as may be reasonably requested by Assignee in proceedings regarding the Mark, throughout the world.
4. The effective date of this Agreement shall be October 31, 2013.

ALON USA LP
By: Alon USA GP II, LLC
Its: General Partner

By: [Signature]
Name: James Ranspot
Title: Senior Vice President
Date: 12/16/13

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared James Ranspot, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me under oath that such person executed the same as the act and deed of ALON USA, LP, as the Senior Vice President and General Counsel of Alon USA GP II, LLC, the sole general partner of ALON USA, LP, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office, this 16th day of December, 2013.

[Signature]
Notary Public in and for
the State of Texas



ALON ASSETS, INC.

By: [Signature]
Name: James Ranspot
Title: Senior Vice President
Date: 12/16/13

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared James Ranspot, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me under oath that such person executed the same as the act and deed of ALON ASSETS INC., as the Senior Vice President and Secretary of ALON ASSETS INC., and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office, this 16th day of December, 2013.

[Signature]
Notary Public in and for
the State of Texas

