

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318719

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Northern Tier Retail LLC		09/29/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent		
Street Address:	2200 Ross Avenue		
Internal Address:	9th Floor TX 1-2921		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4265307	MY SA REWARDS	
Registration Number:	4137034	BUY STUFF. GET STUFF FREE!	
Registration Number:	4456782	SUPERFUELS	
Registration Number:	4563625	BE GOOD TO YOUR ENGINE, AND IT WILL BE G	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2124553011		
Email:	jmull@stblaw.com		
Correspondent Name:	Alexander Key		
Address Line 1:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1532		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	10/01/2014		
Total Attachments: 5			

CH \$115.00 4265307

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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“**Agreement**”), effective as of September 29 2014 is made by Northern Tier Retail LLC, a Delaware limited liability company, located at 576 Bielenburg Dr., Woodbury, MN 55071 (the “**Obligor**”), in favor of JP Morgan Chase Bank, N.A., a national banking association, with an address at 2200 Ross Avenue, 9th Floor TX 1-2921, Dallas, TX 75201, as Administrative Agent and Collateral Agent (the “**Agent**”) for the several banks and other financial institutions (the “**Lenders**”), parties to the Amended and Restated Credit Agreement, dated as of September 29, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Obligor, Northern Tier Energy LLC (“**Holdings**”), each other subsidiary of Holdings from time to time party thereto, the Lenders, and the Agent.

W I T N E S S E T H :

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor, Holdings and certain other subsidiaries of Holdings have executed and delivered the Amended and Restated Pledge and Security Agreement, dated as of September 29, 2014, in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”);

WHEREAS, pursuant to the Pledge and Security Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor 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 Lenders to extend credit and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

Section 1.01. *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 Pledge and Security Agreement.

Section 1.02. *Grant of Security Interest.* The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "**Collateral**"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Secured Obligations. It is the intent of the parties that this Agreement grants a security interest in the Collateral and is not intended to be, and shall not be deemed to be, an assignment of the Collateral.

Section 1.03. *Purpose.* This Agreement has been executed and delivered by the Obligor 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 Lenders in connection with the Pledge and Security Agreement and is expressly subject to the terms and conditions thereof. The Pledge and Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

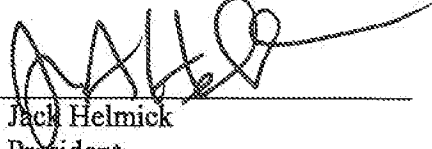
Section 1.04. *Acknowledgment.* The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Pledge and Security Agreement, the terms and 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 Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

Section 1.05. *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 thereunto duly authorized as of the day and year first above written.

NORTHERN TIER RETAIL LLC

By: _____


Name: Jack Helmick

Title: President

Date: September 29, 2014

JPMORGAN CHASE BANK, N.A., as
Administrative Agent and Collateral Agent

By:


Name: J. Devin Mock

Title: Authorized Officer

Date: September 29, 2014

Schedule A

Mark	Registration Number	Goods or Services
MY SA REWARDS	4265307	Incentive award program for customers through loyalty points
BUY STUFF. GET STUFF FREE!	4137034	Incentive award program for customers through loyalty points
SUPERFUELS	4456782	Diesel fuels; gasoline
BE GOOD TO YOUR ENGINE, AND IT WILL BE GOOD TO YOU.	4563625	Diesel fuels; gasoline