

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322834

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Northern Tier Retail LLC		10/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas		
Street Address:	60 Wall Street, 16th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Banking corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4456782	SUPERFUELS	
Registration Number:	4563625	BE GOOD TO YOUR ENGINE, AND IT WILL BE G	
CORRESPONDENCE DATA			
Fax Number:	7136155803		
<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:	7137581105		
Email:	iptldocket@velaw.com		
Correspondent Name:	W. Scott Brown		
Address Line 1:	1001 Fannin Street, Suite 2500		
Address Line 4:	Houston, TEXAS 77002-6760		
ATTORNEY DOCKET NUMBER:	NOR316/32000		
NAME OF SUBMITTER:	W. Scott Brown		
SIGNATURE:	/wsb/		
DATE SIGNED:	11/11/2014		
Total Attachments: 6			
source=Security Interest in Trademark Rights for Northern Tier Retail LLC#page1.tif			
source=Security Interest in Trademark Rights for Northern Tier Retail LLC#page2.tif			
source=Security Interest in Trademark Rights for Northern Tier Retail LLC#page3.tif			
source=Security Interest in Trademark Rights for Northern Tier Retail LLC#page4.tif			

CH \$65.00 4456782

TRADEMARK

source=Security Interest in Trademark Rights for Northern Tier Retail LLC#page5.tif

source=Security Interest in Trademark Rights for Northern Tier Retail LLC#page6.tif

**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("**Agreement**"), effective as of October 31, 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 Deutsche Bank Trust Company Americas, a New York banking corporation, with an address at Deutsche Bank Trust Company Americas Institutional Cash & Securities Services, 60 Wall Street, 16th Floor, New York, New York 10005, as Collateral Agent (the "**Agent**") for the Additional Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Indenture (as it may be amended, supplemented, amended and restated, refinanced in whole or in part or otherwise modified and in effect from time to time, the "**Indenture**"), dated as of November 8, 2012, as supplemented by that certain supplemental indenture, dated as of September 29, 2014 (the "**Supplemental Indenture**"), among Northern Tier Energy LLC, a Delaware limited liability company (the "**Issuer**"), Northern Tier Finance Corporation, a Delaware corporation (the "**Co-Issuer**"), the Subsidiary Guarantors from time to time party thereto and Deutsche Bank Trust Company Americas, as trustee (the "**Trustee**"), pursuant to which Issuer and Co-Issuer have issued the 7.125% Senior Secured Notes due 2020 (together with the Notes (as defined therein), the "**Notes**");

WHEREAS, in connection with the Indenture, the Obligor, the Issuer, the Co-Issuer, certain other subsidiaries of the Issuer and the Agent have executed and delivered an Amended and Restated Pledge and Security Agreement, dated as of September 29, 2014 (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "**A&R Pledge and Security Agreement**") in order to induce the Holders to purchase the Notes and to secure the Secured Obligations, including with respect to any guarantee pursuant to Article X of the Indenture;

WHEREAS, pursuant to the Collateral Trust and Intercreditor Agreement (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "**Collateral Trust and Intercreditor Agreement**") dated as of December 1, 2010 among the Issuer, the Co-Issuer, certain other subsidiaries of the Issuer, the Agent and the Secured Representatives from time to time party thereto, the Agent has agreed to act as an agent on behalf of the Additional Secured Parties with respect to the Collateral;

WHEREAS, pursuant to the A&R Pledge and Security Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Additional

Secured Parties 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 Holders to purchase the Notes and to secure the Secured Obligations, the Obligor agrees, for the benefit of the Agent and the Additional Secured Parties, 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 Indenture and the A&R 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 Additional Secured Parties 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 Additional Secured Parties in connection with the A&R Pledge and Security Agreement and is expressly subject to the terms and conditions thereof. The A&R Pledge and Security Agreement (and all rights and remedies of the Additional Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

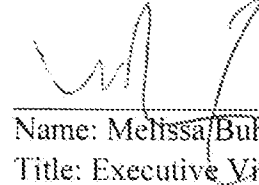
Section 1.04. *Acknowledgment.* The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Additional Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and the A&R Pledge and Security Agreement, 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 A&R Pledge and Security Agreement, the terms of the A&R 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:

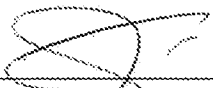


Name: Melissa Buhig
Title: Executive Vice President,
General Counsel and Secretary
Date: November 3, 2014

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

By: Deutsche Bank National Trust Company

By: 
Name: **Irina Golovashchuk**
Title: **Vice President**

By: 
Name: **Jeffrey Schoenfeld**
Title: **Assistant Vice President**

Schedule A

Mark	Registration Number	Goods or Services
SUPERFUELS	4456782	Diesel fuels; gasoline
BE GOOD TO YOUR ENGINE, AND IT WILL BE GOOD TO YOU.	4563625	Diesel fuels; gasoline