

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417040

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada		02/22/2017	Bank: CANADA
RECEIVING PARTY DATA			
Name:	AXEON REFINING LLC (FKA NUSTAR ASPHALT REFINING, LLC)		
Street Address:	2330 North Loop, 1604 West		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78248		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2186462	CITGOFLEX SP	
Registration Number:	3493894	FLEXGARD	
Registration Number:	2299406	SUPERIOR PERFORMANCE BY THE MILE	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<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:	212.318.6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	200 Park Avenue, 28th Floor		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	78436.00043		
NAME OF SUBMITTER:	Christine Dionne		
SIGNATURE:	/Christine Dionne/		
DATE SIGNED:	02/22/2017		
Total Attachments: 3			
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TERMINATION OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS TERMINATION dated as of February 22, 2017 ("Termination") is made by ROYAL BANK OF CANADA, as Administrative Agent (the "Administrative Agent"), in favor of Axeon Refining LLC, f/k/a Nustar Asphalt Refining, LLC (the "Obligor").

WITNESSETH:

WHEREAS, pursuant to the Trademark Security Agreement by and between Obligor and Administrative Agent, dated as of September 28, 2012 (as amended, restated, supplemented and modified, the "Security Agreement"; capitalized terms used herein without definition shall have the meanings ascribed to them in the Security Agreement), the Obligor granted to the Administrative Agent a lien on and security interest in all of the Obligor's right, title and interest in, to and under, *inter alia*, its owned or thereafter acquired Trademarks, including those set forth on the attached Schedule I, together with all Goodwill associated with such Trademarks and all Proceeds of such Trademarks (collectively the "Trademark Collateral");

WHEREAS, notice of the Administrative Agent's Lien on the Trademark Collateral was recorded with the United States Patent and Trademark Office on October 3, 2012, at Reel 4872 and Frame 0098;

WHEREAS, the Administrative Agent acknowledges full performance of the Obligations, and accordingly has agreed to release the grant of its lien on and security interest in and to all of the right, title and interest of the Obligor in the Trademark Collateral, and to reconvey any and all rights in the Trademark Collateral to the Obligor; and

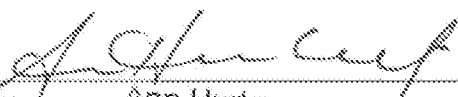
WHEREAS, the Obligor has requested and the Administrative Agent has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its lien on and security interest in the Trademark Collateral;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Administrative Agent does hereby, without recourse, representation or warranty of any kind whatsoever, (a) terminate the liens and security interest created under the Security Agreement in the Trademark Collateral, (b) release its security interest in the Trademark Collateral, (c) discharge any and all rights, title and interest it has in, and the security interest granted to the Administrative Agent in, the Trademark Collateral, (d) re-assign to Obligor any and all right, title or interest it may have in such Trademark Collateral, and (e) authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to note and record the existence of the termination, release, and discharge hereby given.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Termination by its duly authorized officer as of the date first written above.

ROYAL BANK OF CANADA,
as Administrative Agent

By: 
Name: Ann Hurley
Title: Manager, Agency

{Axeon Trademark Termination}

TRADEMARK
REEL: 005995 FRAME: 0312

SCHEDULE I

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
NuStar Asphalt Refining, LLC	2,186,462	CITGOFLEX SP
Axeon Refining LLC	3,493,894	FLEXGARD
Axeon Refining LLC	2,299,406	SUPERIOR PERFORMANCE BY THE MILE

Trademark Applications:

None.