

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM458667

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HIE Retail, LLC		12/21/2017	Corporation: HAWAII
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association, as Collateral Trustee		
<b>Street Address:</b>	15950 N. Dallas Parkway, Suite 550		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75248		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5309678	H	
<b>Registration Number:</b>	5125882	HELE	
<b>Serial Number:</b>	87316508	HELE	
<b>Serial Number:</b>	87567051	KAMA'AINA REWARDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<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>			
<b>Phone:</b>	714-540-1235		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive, Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	049268-0174		
<b>NAME OF SUBMITTER:</b>	Anna T Kwan		
<b>SIGNATURE:</b>	/atk/		
<b>DATE SIGNED:</b>	01/19/2018		
<b>Total Attachments: 9</b>			

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 21, 2017 (this “Agreement”), is made by each signatory hereto indicated as a “Grantor” in favor of Wilmington Trust, National Association, as Collateral Trustee for the benefit of itself and the other Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “Collateral Trustee”).

**WHEREAS**, each Grantor party hereto has entered into that certain Pledge and Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Par Petroleum, LLC, a Delaware limited liability company, Par Petroleum Finance Corp., a Delaware corporation, each other Grantor party thereto and the Collateral Trustee; and

**WHEREAS**, under the terms of the Security Agreement, each Grantor party hereto has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Collateral Trustee for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor party hereto hereby agrees with the Collateral Trustee, as follows:

### SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement.

### SECTION 2. Grant of Security Interest in Trademark Collateral

**SECTION 2.1 Grant of Security.** Each Grantor hereby assigns and transfers to the Collateral Trustee, and hereby grants to the Collateral Trustee, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Secured Obligations:

all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (iv) all Proceeds of the foregoing, including, without limitation,

license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Trustee for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Trustee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. Governing Law**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).


### **SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

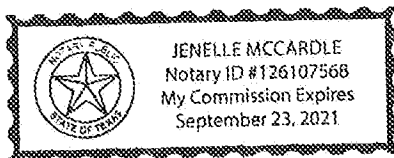
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

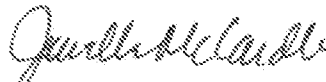
**HIE RETAIL, LLC,**  
as Grantor

By:   
Name: William Monteleone  
Title: Chief Financial Officer

STATE OF TEXAS            )  
                                      )  
COUNTY OF HARRIS        )       ss.

On this 20<sup>th</sup> day of December, 2017 before me personally appeared William Monteleone, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing Trademark Security Agreement on behalf of HIE Retail, LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Managers and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.

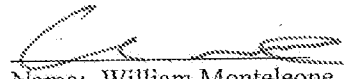


  
Jenelle McCardle  
Notary Public

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

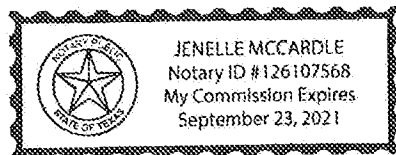
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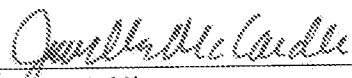
MID PAC PETROLEUM, LLC,  
as Grantor

By:   
Name: William Monteleone  
Title: Vice President

STATE OF TEXAS                    )  
  )       ss.  
COUNTY OF HARRIS            )

On this 28<sup>th</sup> day of December, 2017 before me personally appeared William Monteleone, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing Trademark Security Agreement on behalf of Mid Pac Petroleum, LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its sole member and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.

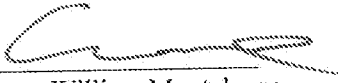


  
Notary Public

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

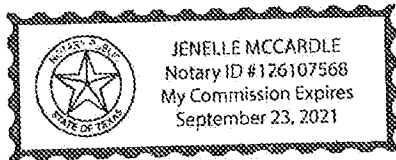
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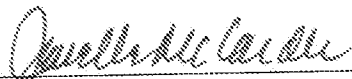
**HERMES CONSOLIDATED, LLC,**  
**as Grantor**

By:   
Name: William Monteleone  
Title: Chief Financial Officer

STATE OF TEXAS                    )  
  )       ss.  
COUNTY OF HARRIS            )

On this ~~20th~~ day of December, 2017 before me personally appeared William Monteleone, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing Trademark Security Agreement on behalf of Hermes Consolidated, LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Managers and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.



  
Notary Public

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

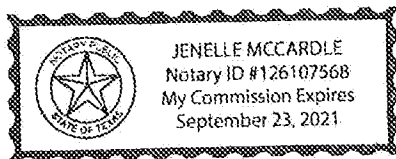
**TRADEMARK**  
**REEL: 006254 FRAME: 0188**

PAR HAWAII REFINING, LLC,  
as Grantor

By: [Signature]  
Name: William Monteleone  
Title: Chief Financial Officer

STATE OF TEXAS            )  
                                      )       ss.  
COUNTY OF HARRIS        )

On this 14<sup>th</sup> day of December, 2017 before me personally appeared William Monteleone, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing Trademark Security Agreement on behalf of Par Hawaii Refining, LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Managers and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.



[Signature]  
Notary Public

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK  
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Accepted and Agreed:

Wilmington Trust, National Association,  
as Collateral Trustee


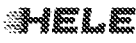
By:   
Name: Shawn Goffinet  
Title: Assistant Vice President


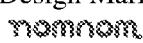

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK  
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**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<u>Borrower/ Restricted Subsidiary</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
HIE Retail, LLC	Pursuant to that certain Trademark Sublicenses Agreement dated November 14, 2013, by and between Hawaii Independent Energy, LLC, as Sublicensor, and HIE Retail, LLC, as Sublicensee, Sublicensor transferred certain authorized retail outlets to Sublicensee, and in connection therewith granted to Sublicensee a sublicense to use the trademarks listed in Exhibit A attached thereto.			
		October 17, 2017 (Registration Date)  January 27, 2017 (File Date)		Registration No. 5,309,678
	Word Mark HELE	January 17, 2017 (Registration Date)  November 17, 2015 (File Date)		Registration No. 5,125,882
	Design Mark 	January 27, 2017 (File Date)		Serial No. 87316508
	Word Mark KAMA'AINA REWARDS	August 14, 2017 (File Date)		Serial No. 87567051
	Word Mark NOM NOM	August 24, 2017 (File Date)	Intent to Use	Serial No. 87581511
	Word Mark NOM NOM BRU	August 28, 2017 (File Date)	Intent to Use	Serial No. 87585455
	Word Mark NOM NOM CAFE	August 24, 2017 (File Date)	Intent to Use	Serial No. 87581491
	Word Mark NOM NOM EXPRESS	September 21, 2017 (File Date)	Intent to Use	Serial No. 87617730
	Word Mark NOM NOM SNACKS	August 24, 2017 (File Date)	Intent to Use	Serial No. 87581499

			Use	
	Word Mark NOM NOM SNAX	August 24, 2017 (File Date)	Intent to Use	Serial No. 87581509
	Design Mark 	August 28, 2017 (File Date)	Intent to Use	Serial No. 87585468
	Design Mark 	August 28, 2017 (File Date)	Intent to Use	Serial No. 87585471
Mid Pac Petroleum, LLC	Service Mark “Kama’āina Rewards” registered with the U.S. Patent and Trademark Office	June 15, 2010 (Registration Date)  October 1, 2008 (File Date)		Registration No. 3,803,998
	Service Mark for Kama’āina Rewards registered with the State of Hawaii, Department of Commerce and Consumer Affairs (“DCCA”)	August 28, 2014 (Registration Date)  (Renewal Due Date: August 28, 2019)		Certificate No. 4133806
	Service Mark registered with the DCCA: Mid Pac Petroleum (& Design Of A Pair Of Canoes With Stylized Waves)	September 3, 2010 (Registration Date)  December 9, 2015 (Prior Renewal Application Date)		Certificate No. 4087337*  *new certificate to be issued upon renewal; subsequent renewal application in process
Hermes Consolidated, LLC	Trademark “Wyoming Refining Company”	October 31, 1977 (Registration Date)	Registered mark	Registration No. 1980- 000202580
Hawaii Independent Energy, LLC (now Par Hawaii Refining, LLC)  *This trademark is no longer in use. Assignments to Par Hawaii Refining, LLC are in process.		September 25, 2014 (File Date – US)  March 11, 2015 (File Date – Canada)  March 19, 2015 (File Date – Mexico)		Serial/ Application Nos. 86-405,987 (US)  1,718,816 (Canada)  1590341 1590342 1590343 (Mexico)