

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468005

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, AS COLLATERAL AGENT		03/30/2018	BANK: SWITZERLAND

**RECEIVING PARTY DATA**

<b>Name:</b>	ALON USA, LP
<b>Street Address:</b>	12700 PARK CENTRAL DRIVE
<b>Internal Address:</b>	SUITE 1600
<b>City:</b>	DALLAS
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75251
<b>Entity Type:</b>	Limited Partnership: TEXAS
<b>Name:</b>	ALON ASPHALT BAKERSFIELD, INC.
<b>Street Address:</b>	12700 PARK CENTRAL DRIVE
<b>Internal Address:</b>	SUITE 1600
<b>City:</b>	DALLAS
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75251
<b>Entity Type:</b>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
<b>Registration Number:</b>	2871870	
<b>Registration Number:</b>	3077799	VALIDUS
<b>Registration Number:</b>	3077800	CONVENIENCE, PLAIN AND SIMPLE.
<b>Registration Number:</b>	3088821	CONVENIENCIA, SENCILLA Y SIMPLE.
<b>Registration Number:</b>	3750184	YOU
<b>Registration Number:</b>	2495313	TOPEIN
<b>Registration Number:</b>	3019649	
<b>Registration Number:</b>	3019650	
<b>Serial Number:</b>	85465929	ALON
<b>Serial Number:</b>	85465926	ALON
<b>Serial Number:</b>	85465936	ALON

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 8004947512*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.***Phone:** 202-370-4750**Email:** ipteam@coagencyglobal.com**Correspondent Name:** Joanna McCall**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** COGENCY GLOBAL INC.**Address Line 4:** Washington, D.C. 20005**ATTORNEY DOCKET NUMBER:** F176301**NAME OF SUBMITTER:** Annette Vera**SIGNATURE:** /Annette Vera/**DATE SIGNED:** 04/02/2018**Total Attachments: 3**

source=Scanned from 4473#page3.tif

source=Scanned from 4473#page4.tif

source=Scanned from 4473#page5.tif

RELEASE OF TRADEMARK SECURITY INTEREST, dated as of March 30, 2018 (this "Release"), by CREDIT SUISSE AG ("CS"), as Collateral Agent. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or the Pledge and Security Agreement, as applicable, referred to below.

A. Reference is made to (a) the Credit and Guaranty Agreement dated as of November 13, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Alon USA Energy, Inc., a Delaware corporation (the "Borrower"), Alon USA Partners, LP, a Delaware limited partnership (the "Partnership"), certain other Subsidiaries of the Borrower party thereto, the Lenders party thereto and CS as Administrative Agent and Collateral Agent, (b) the Pledge and Security Agreement dated as of November 13, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), among the Borrower, the Partnership, certain other Subsidiaries of the Borrower party thereto (together with the Borrower and the Partnership, the "Grantors") and CS, as Collateral Agent, and (c) the Patent and Trademark Security Agreement dated as of November 13, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Patent and Trademark Security Agreement" and, together with the Pledge and Security Agreement, the "Security Agreements"), among the Grantors and CS, as Collateral Agent.

B. Pursuant to the Security Agreements, the Grantors granted a security interest to the Collateral Agent, for the benefit of the Secured Parties, in, among other things, the trademarks of the Grantors set forth on Schedule I hereto (the "Trademarks"), which security interest was recorded with the United States Patent and Trademark office on December 12, 2012 at Reel/Frame 4917/0388.

C. In connection with the payment and discharge of all Obligations (as defined in the Pledge and Security Agreement) of the Borrower and the other Loan Parties and the termination of all Commitments under the Credit Agreement, the Grantors have informed the Collateral Agent of their desire that the Collateral Agent, on behalf of the Secured Parties, release all right, title and interest granted to it, for the ratable benefit of the Secured Parties, under the Security Agreements in and to the Trademarks.

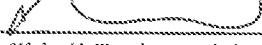
Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates, releases and discharges any and all security interests it has in the Trademarks and reassigns all right, title and interest it has in the Trademarks, together with the goodwill associated therewith, to the applicable Grantor. The execution and delivery of this Release and the performance of any actions by the Collateral Agent are made without representation or warranty by, or recourse to, the Collateral Agent or any other Secured Party.

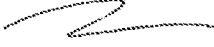
THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed as of the day and year first written above.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent,

By   
Name: Mikhail Faybusovich  
Title: Authorized Signatory

By   
Name: Andrew Griffin  
Title: Authorized Signatory

[Signature Page to IP Release (Trademarks)]

[[0788954]]

**TRADEMARK**  
**REEL: 006314 FRAME: 0069**

## SCHEDULE I

### Trademarks Owned by the Grantors

#### *U.S. Trademark Registrations*

Registered Owner	Mark	Registration number	Registration Date
Alon USA, LP	Miscellaneous Design	2,871,870	08/10/2004
Alon USA, LP	Validus	3,077,799	04/4/2006
Alon USA, LP	Convenience, Plain and Simple	3,077,800	04/4/2006
Alon USA, LP	Convencia, Sencilla y Simple	3,088,821	05/02/2006
Alon USA, LP	You (Design) - the word mark You (stylized letters with shapes)	3,750,184	02/16/2010
Alon Asphalt Bakersfield, Inc.	Topain	2,495,313	10/09/2001
Alon USA, LP, by and through Alon USA GP, LLC	Miscellaneous Design	3,019,649	11/29/2005
Alon USA, LP, by and through Alon USA GP, LLC	Miscellaneous Design	3,019,650	11/29/2005

#### *U.S. Trademark Applications*

Applicant	Mark	Application No.	Filing Date
Alon USA, LP, by and through Alon USA GP, LLC	Alon (Block) - the word mark ALON	85/465,929 <sup>1</sup>	11/7/2011
Alon USA, LP, by and through Alon USA GP, LLC	Alon (Stylized) - the word mark ALON (stylized letters)	85/465,926 <sup>2</sup>	11/7/2011
Alon USA, LP, by and through Alon USA GP, LLC	Alon (Design) for the logo mark Alon (Design)	85/465,936 <sup>3</sup>	11/7/2011

<sup>1</sup> Registered trademark number 4,289,950; registered on 02/12/2013.

<sup>2</sup> Registered trademark number 4,289,949; registered on 02/12/2013.

<sup>3</sup> Registered trademark number 4,289,951; registered on 02/12/2013.

[[3708954]]