

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468526

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alon Asphalt Bakersfield, Inc.		03/30/2018	Corporation: DELAWARE
Alon Assets, Inc.		03/30/2018	Corporation: DELAWARE
Alon USA, LP		03/30/2018	Corporation: DELAWARE
Lion Oil Company		03/30/2018	Corporation: ARKANSAS

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	1100 Abernathy Road, Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2495313	TOPEIN
Registration Number:	4587015	ALON
Registration Number:	4587016	ALON
Registration Number:	4587017	ALON
Registration Number:	4408078	AVII
Registration Number:	4877970	AVII
Registration Number:	4289949	ALON
Registration Number:	4289951	ALON
Registration Number:	4289950	ALON
Registration Number:	3750184	YOU
Registration Number:	3077799	VALIDUS
Registration Number:	3019649	
Registration Number:	3019650	
Registration Number:	2871870	
Registration Number:	2945565	LION

OP \$390.00 2495313

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:	F176370
NAME OF SUBMITTER:	Lisa A. Cobbett
SIGNATURE:	/Lisa A. Cobbett/
DATE SIGNED:	04/04/2018

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 30th day of March, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by, among others, DELEK US HOLDINGS, INC., a Delaware corporation (“Administrative Borrower”), and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof (together with Administrative Borrower, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Amended and Restated Guaranty and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT

TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

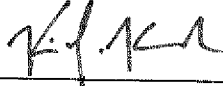
**ALON ASPHALT BAKERSFIELD, INC.
ALON ASSETS, INC.
ALON USA, LP**

By: ALON USA GP II, LLC,
its general partner

By: 

Name: Kevin Kremke
Title: Executive Vice President,
Chief Financial Officers and
Secretary

LION OIL COMPANY

By: 

Name: Kevin Kremke
Title: Executive Vice President, Chief
Financial Officers and Secretary

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking
association

By: _____

Name: _____

Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 006357 FRAME: 0120**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**ALON ASPHALT BAKERSFIELD, INC.
ALON ASSETS, INC.
LION OIL COMPANY**

By: _____
Name: Kevin Kremke
Title: Executive Vice President, Chief
Financial Officer and Secretary

ALON USA, LP

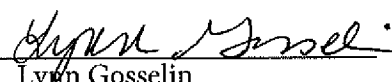
By: ALON USA GP II, LLC,
its general partner

By: _____
Name: Kevin Kremke
Title: Executive Vice President, Chief
Financial Officer and Secretary

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking
association









By: 
Name: Lynn Gosselin
Its Authorized Signatory



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 006357 FRAME: 0121**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application No./ Application Date	Registration No./Registration Date
ALON ASPHALT BAKERSFIELD, INC.	U.S.A.	TOPEIN	75612060 22-DEC-1998	2495313 09-OCT-2001
ALON ASSETS, INC.	U.S.A.	ALON 	85947363 31-MAY-2013	4587015 19-AUG-2014
ALON ASSETS, INC.	U.S.A.	ALON 	85947376 31-MAY-2013	4587016 19-AUG-2014
ALON ASSETS, INC.	U.S.A.	ALON 	85947383 31-MAY-2013	4587017 19-AUG-2014
ALON ASSETS, INC.	U.S.A.	AVII	85644905 06-JUN-2012	4408078 24-SEP-2013
ALON USA, LP	U.S.A.	AVII 	86052193 30-AUG-2013	4877970 29-DEC-2015
ALON USA, LP	U.S.A.	ALON	85465926 07-NOV-2011	4289949 12-FEB-2013
ALON USA, LP	U.S.A.	ALON 	85465936 07-NOV-2011	4289951 12-FEB-2013
ALON USA, LP	U.S.A.	ALON	85465929 07-NOV-2011	4289950 12-FEB-2013
ALON USA, LP	U.S.A.	YOU 	77107084 14-FEB-2007	3750184 16-FEB-2010
ALON USA, LP	U.S.A.	VALIDUS	78506132 26-OCT-2004	3077799 04-APR-2006
ALON USA, LP	U.S.A.	Design Only 	78304117 23-SEP-2003	3019649 29-NOV-2005
ALON USA, LP	U.S.A.	Design Only 	78304126 23-SEP-2003	3019650 29-NOV-2005

ALON USA, LP	U.S.A.	Design Only 	78303564 22-SEP-2003	2871870 10-AUG-2004
LION OIL COMPANY	U.S.A.	LION 	76535295 07-AUG-2003	2945565 03-MAY-2005

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.

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