

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM576194

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Chalmette Refining, L.L.C.		05/13/2020	Limited Liability Company: DELAWARE
Delaware City Refining Company LLC		05/13/2020	Limited Liability Company: DELAWARE
Paulsboro Refining Company LLC		05/13/2020	Limited Liability Company: DELAWARE
PBF Investments LLC		05/13/2020	Limited Liability Company: DELAWARE
Toledo Refining Company LLC		05/13/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association		
<b>Street Address:</b>	50 South Sixth Street, Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5112817	CHALMETTE REFINING	
<b>Registration Number:</b>	4040499	DELAWARE CITY REFINING COMPANY	
<b>Registration Number:</b>	4041072	PAULSBORO REFINING COMPANY	
<b>Registration Number:</b>	4240811	PBF ENERGY	
<b>Registration Number:</b>	3971638	PBF ENERGY	
<b>Registration Number:</b>	4115169	PBF ENERGY	
<b>Registration Number:</b>	4252328	TOLEDO REFINING COMPANY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	800-713-0755		

OP \$190.00 5112817

**Email:** Michael.Violet@wolterskluwer.com, ECarrera@cahill.com  
**Correspondent Name:** CT Corporation  
**Address Line 1:** 4400 Easton Commons Way  
**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

**NAME OF SUBMITTER:** Elaine Carrera

**SIGNATURE:** /Elaine Carrera/

**DATE SIGNED:** 05/13/2020

**Total Attachments: 6**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

- 1. Chalmette Refining, L.L.C.
- 2. Delaware City Refining Company LLC
- 3. Paulsboro Refining Company LLC
- 4. PBF Investments LLC
- 5. Toledo Refining Company LLC

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other: 1. LLC-DE; 2. LLC-DE; 3. LLC-DE; 4. LLC-DE; 5. LLC-DE

Citizenship (see guidelines) USA  
 Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) May 13, 2020  
 Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Wilmington Trust, National Association

Street Address: 50 South Sixth Street, Suite 1290

City: Minneapolis

State: MN

Country: USA                      Zip: 55402

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship USA  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)                      Text  
See Schedule I

B. Trademark Registration No.(s)  
See Schedule I

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Senior Paralegal

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP,  
80 Pine Street

City: New York

State: NY                      Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

7

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

May 13, 2020

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## Trademark Security Agreement

**Trademark Security Agreement**, dated as of May 13, 2020, by CHALMETTE REFINING, L.L.C., DELAWARE CITY REFINING COMPANY LLC, PAULSBORO REFINING COMPANY LLC, PBF INVESTMENTS LLC and TOLEDO REFINING COMPANY LLC (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as Collateral Agent (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”).

### WITNESSETH:

WHEREAS, the Pledgors are party to an Security Agreement, dated as of May 13, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture and the other Secured Debt Documents, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form delivered to it by the Pledgors and reasonably acceptable to it, releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts; Governing Law. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. This Trademark Security Agreement shall be governed by the laws of the State of New York.

[Signature Page Follows]

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

Very truly yours,

CHALMETTE REFINING, L.L.C.

By: 

Name: John E. Luke

Title: Treasurer

DELAWARE CITY REFINING  
COMPANY LLC

By: 

Name: John E. Luke

Title: Treasurer

PAULSBORO REFINING COMPANY  
LLC

By: 

Name: John E. Luke

Title: Treasurer

PBF INVESTMENTS LLC

By: 

Name: John E. Luke

Title: Treasurer

TOLEDO REFINING COMPANY LLC

By: 

Name: John E. Luke

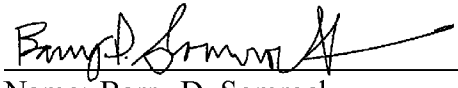
Title: Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006937 FRAME: 0670**

Accepted and Agreed:

**WILMINGTON TRUST, NATIONAL ASSOCIATION,**  
as Collateral Agent

By:   
Name: Barry D. Somrock  
Title: Vice President

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

	<b>Owner</b>	<b>Trademark</b>	<b>Appl. No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
1.	Chalmette Refining, L.L.C.	CHALMETTE REFINING	86971479 04/11/2016	5112817 01/03/2017
2.	Delaware City Refining Company LLC	DELAWARE CITY REFINING COMPANY	85059959 06/10/2010	4040499 10/18/2011
3.	Paulsboro Refining Company LLC	PAULSBORO REFINING COMPANY	85235986 02/07/2011	4041072 10/18/2011
4.	PBF Investments LLC	PBF ENERGY	85502529 12/22/2011	4240811 11/13/2012
5.	PBF Investments LLC	PBF ENERGY	77981705 04/16/2008	3971638 05/31/2011
6.	PBF Investments LLC	PBF ENERGY	77450012 04/16/2008	4115169 03/20/2012
7.	Toledo Refining Company LLC	TOLEDO REFINING COMPANY	85262230 03/09/2011	4252328 12/04/2012