

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695663

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT
RESUBMIT DOCUMENT ID:	900655603

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALON PARAMOUNT HOLDINGS, INC.		11/01/2021	Corporation: DELAWARE
ALON USA ENERGY, INC.		11/01/2021	Corporation: DELAWARE
ALON ASPHALT BAKERSFIELD, INC.		11/01/2021	Corporation: DELAWARE
ALON ASSETS, INC.		11/01/2021	Corporation: DELAWARE
LION OIL COMPANY, LLC		11/01/2021	Company: ARKANSAS
ALON USA, LP		11/01/2021	Limited Partnership: TEXAS

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	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3019650	
Registration Number:	2871870	
Registration Number:	2945565	LION

CORRESPONDENCE DATA

Fax Number:

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Jennifer Tindie

Address Line 1: 1025 Connecticut Ave., NW, Suite 712

Address Line 2: COGENY GLOBAL INC.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1521878
NAME OF SUBMITTER:	Janet S. Wamsley
SIGNATURE:	/Janet S. Wamsley/
DATE SIGNED:	12/17/2021

Total Attachments: 8

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FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This **FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT**, dated as of November 1, 2021 (this "**Amendment**"), is made by the entities identified as Existing Grantors on the signature pages hereto, Alon Paramount Holdings, Inc., a Delaware limited liability company ("**Alon Paramount**"), and Alon USA Energy, Inc., a Delaware corporation ("**Alon USA**" and together with Alon Paramount, the "**New Grantors**", and the New Grantors, together with the Existing Grantors, the "**Grantors**") in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, 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, the "**Agent**").

WHEREAS, (i) the Grantors entered into that certain Amended and Restated Guaranty and Security Agreement, dated as of March 30, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") between each of the Grantors and the other grantors party thereto and the Agent and (ii) the Existing Grantors entered into that certain Trademark Security Agreement, dated as of March 30, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**"; capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Security Agreement or Trademark Security Agreement, as applicable), pursuant to which the Existing Grantors granted a security interest to the Agent in the Trademark Collateral (as defined in the Trademark Security Agreement and reflected on Schedule 1 to the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded on April 4, 2018 at Reel 006357, Frame 0115;

WHEREAS, Alon Asphalt Bakersfield, Inc., a Delaware corporation, was dissolved April 8, 2019, and its assets, including the Trademark listed in Part I of Exhibit A hereto, were distributed to Alon Paramount;

WHEREAS, Alon Assets, Inc., a Delaware corporation, was merged into Alon USA on October 27, 2021, and its assets, including the Trademarks listed in Part II of Exhibit A hereto, are now owned by Alon USA; and

WHEREAS, in connection with the transactions described above, each New Grantor desires to become a party to the Trademark Security Agreement as a Grantor.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Agent as follows:

Section 1. *Grant of Security Interest*

Each New Grantor 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 securing interest in all of such New Grantor's right, title and interest in and to the Trademark Collateral, including the Trademarks listed in Exhibit A hereto, whether now

owned or hereafter acquired or arising. Each New Grantor hereby agrees to all the terms and provisions of the Trademark Security Agreement applicable to it as a Grantor thereunder. Each reference to a "Grantor" in the Trademark Security Agreement shall be deemed to include the New Grantors.

Section 2. *Schedules*

Schedule I to the Trademark Security Agreement shall be deemed to refer to Schedule I hereto.

Section 3. *Effect of Amendment*

Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

Section 4. *Recordation*

Each Grantor hereby authorizes and requests that the PTO record this Amendment.

Section 5. *Governing Law*

THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

Section 6. *Counterparts*

This Amendment 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.


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

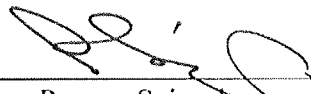
EXISTING GRANTORS:

ALON USA, LP

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

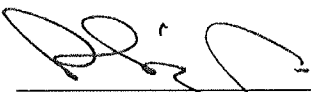
By: 
Name: Reuven Spiegel
Title: Executive Vice President and Chief
Financial Officer

**ALON ASPHALT BAKERSFIELD, INC.
ALON ASSETS, INC.
LION OIL COMPANY, LLC (converted from
Lion Oil Company)**

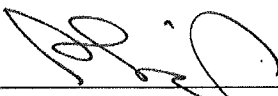
By: 
Name: Reuven Spiegel
Title: Executive Vice President and Chief
Financial Officer

NEW GRANTORS:

ALON USA ENERGY, INC.

By: 
Name: Reuven Spiegel
Title: Executive Vice President and Chief
Financial Officer

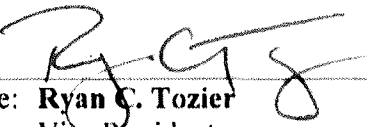
ALON PARAMOUNT HOLDINGS, INC.

By: 
Name: Reuven Spiegel
Title: Executive Vice President and Chief
Financial Officer

Accepted and Acknowledged by:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: 
Name: **Ryan C. Tozier**
Title: Vice President

[Signature Page to First Amendment to Trademark Security Agreement]



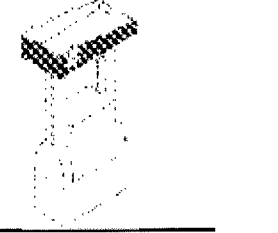
TRADEMARK
REEL: 007509 FRAME: 0622

EXHIBIT A
to
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

Part I

<u>Country</u>	<u>Mark</u>	<u>Application No./Application Date</u>	<u>Registration No./Registration Date</u>
U.S.A.	TOPEIN	75612060 22-DEC-1998	2495313 09-OCT-2001





Part II






<u>Country</u>	<u>Mark</u>	<u>Application No./Application Date</u>	<u>Registration No./Registration Date</u>
U.S.A.	ALON 	85947363 31-MAY-2013	4587015 19-AUG-2014
U.S.A.	ALON 	85947376 31-MAY-2013	4587016 19-AUG-2014
U.S.A.	ALON 	85947383 31-MAY-2013	4587017 19-AUG-2014
U.S.A.	AVII	85644905 06-JUN-2012	4408078 24-SEP-2013


SCHEDULE I

**to
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

U.S. Trademark Registrations and Applications:

Grantor	Country	Mark	Application No./ Application Date	Registration No./Registration Date
ALON PARAMOUNT HOLDINGS, INC.	U.S.A.	TOPEIN	75612060 22-DEC-1998	2495313 09-OCT-2001
ALON USA ENERGY, INC.	U.S.A.	ALON 	85947363 31-MAY-2013	4587015 19-AUG-2014
ALON USA ENERGY, INC.	U.S.A.	ALON 	85947376 31-MAY-2013	4587016 19-AUG-2014
ALON USA ENERGY, INC.	U.S.A.	ALON 	85947383 31-MAY-2013	4587017 19-AUG-2014
ALON USA ENERGY, 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

Grantor	Country	Mark	Application No./ Application Date	Registration No./Registration Date
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, LLC	U.S.A.	LION	76535295 07-AUG-2003	2945565 03-MAY-2005

Grantor	Country	Mark	Application No./ Application Date	Registration No./Registration Date
				

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.