

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM763887

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALON BRANDS, INC.		10/26/2022	Corporation: DELAWARE
ALON USA, LP		10/26/2022	Limited Partnership: TEXAS
ALON PARAMOUNT HOLDINGS, INC.		10/26/2022	Corporation: DELAWARE
ALON USA ENERGY, INC.		10/26/2022	Corporation: DELAWARE
LION OIL COMPANY, LLC		10/26/2022	Limited Liability Company: ARKANSAS

## RECEIVING PARTY DATA

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

## PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	5886308	HIGH OCTANE REWARDS
Registration Number:	5940333	MUY SABROSO
Registration Number:	5786370	DK
Registration Number:	5973850	DK
Registration Number:	5973851	DK
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

OP \$515.00 5886308

Property Type	Number	Word Mark
Registration Number:	3750184	YOU
Registration Number:	3077799	VALIDUS
Registration Number:	3019649	
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:** 8004945225  
**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** JAY DASILVA  
**Address Line 1:** 1025 CONNECTICUT AVE., NW, STE. 712  
**Address Line 2:** COGENCY GLOBAL INC.  
**Address Line 4:** WASHINGTON, D.C. 20036

<b>ATTORNEY DOCKET NUMBER:</b>	1816301 TM
<b>NAME OF SUBMITTER:</b>	Janet Wamsley
<b>SIGNATURE:</b>	/Janet Wamsley/
<b>DATE SIGNED:</b>	10/27/2022

**Total Attachments: 13**  
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## SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This **SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT**, dated as of October 26, 2022 (this “**Amendment**”), is made by the entities identified as Existing Grantors on the signature pages hereto, Alon Brands, Inc., a Delaware corporation (the “**New Grantor**”, and the New Grantor, 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 Agent, and (ii) the Existing Grantors entered into that certain Trademark Security Agreement, dated as of March 30, 2018 (the “**Original Trademark Security Agreement**”) (the Original Trademark Security Agreement, as amended (including pursuant to that certain First Amendment to Trademark Security Agreement, dated as of November 1, 2021 (the “**First Amendment**”))), restated, supplemented or otherwise modified from time to time, is hereinafter referred to as 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 Agent in the Trademark Collateral (as defined in the Trademark Security Agreement and reflected on Schedule 1 to the Trademark Security Agreement);

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

**WHEREAS**, the First Amendment was recorded on November 10, 2021 at Reel 7509, Frame 0617; and

**WHEREAS**, the New Grantor desires to become a party to the Trademark Security Agreement as a Grantor, and the Grantors and Agent desire to amend certain of the terms of the Trademark Security Agreement.

**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 Agent as follows:

### Section 1. *Grant of Security Interest*

The 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 the 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. The 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 Grantor.

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*

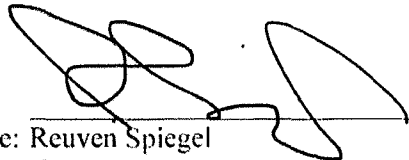
This Amendment may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

*[Remainder of page intentionally left blank]*

**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.

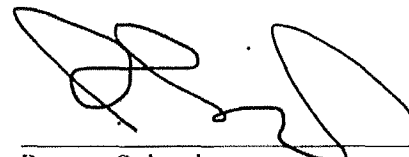
**EXISTING GRANTORS:**

**ALON USA, LP**, a Texas limited partnership, by  
its general partner Alon USA GP II, LLC

By:   
Name: Reuven Spiegel  
Title: Treasurer

By: \_\_\_\_\_  
Name: Todd O'Malley  
Title: Vice President

**ALON PARAMOUNT HOLDINGS, INC.**, a  
Delaware corporation (individually and as  
successor to Alon Asphalt Bakersfield, Inc.)

By:   
Name: Reuven Spiegel  
Title: Treasurer

By: \_\_\_\_\_  
Name: Todd O'Malley  
Title: Officer

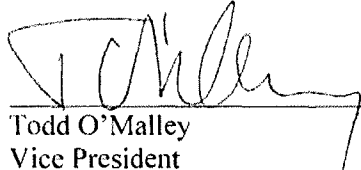
[Signature Page to Second Amendment to Trademark Security Agreement]

**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:**

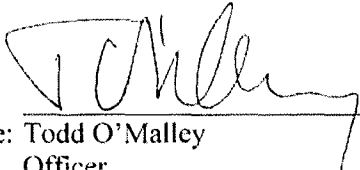
**ALON USA, LP**, a Texas limited partnership, by  
its general partner Alon USA GP II, LLC

By: \_\_\_\_\_  
Name: Reuven Spiegel  
Title: Treasurer

By:   
Name: Todd O'Malley  
Title: Vice President

**ALON PARAMOUNT HOLDINGS, INC.**, a  
Delaware corporation (individually and as  
successor to Alon Asphalt Bakersfield, Inc.)

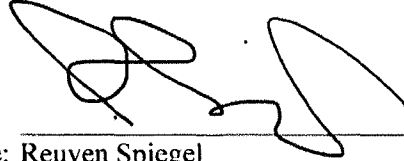
By: \_\_\_\_\_  
Name: Reuven Spiegel  
Title: Treasurer

By:   
Name: Todd O'Malley  
Title: Officer

[Signature Page to Second Amendment to Trademark Security Agreement]

**ALON USA ENERGY, INC.**, a Delaware  
corporation (individually and as successor to  
Alon Assets, Inc.)

**LION OIL COMPANY, LLC**, an Arkansas  
limited liability company (as successor to  
Lion Oil Company)



By: \_\_\_\_\_  
Name: Reuven Spiegel  
Title: Treasurer

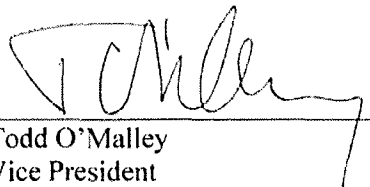
By: \_\_\_\_\_  
Name: Todd O'Malley  
Title: Vice President

[Signature Page to Second Amendment to Trademark Security Agreement]

**ALON USA ENERGY, INC.**, a Delaware  
corporation (individually and as successor to  
Alon Assets, Inc.)

**LION OIL COMPANY, LLC**, an Arkansas  
limited liability company (as successor to  
Lion Oil Company)

By: \_\_\_\_\_  
Name: Reuven Spiegel  
Title: Treasurer

By:   
Name: Todd O'Malley  
Title: Vice President

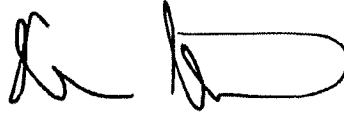
[Signature Page to Second Amendment to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007905 FRAME: 0314**



**NEW GRANTOR:**

**ALON BRANDS, INC.**, a Delaware corporation



By: \_\_\_\_\_

Name: Denise McWatters

Title: Secretary

By: \_\_\_\_\_

Name: Anthony Miller

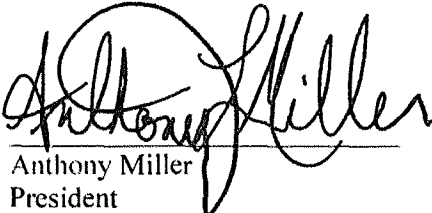
Title: President

[Signature Page to Second Amendment to Trademark Security Agreement]

**NEW GRANTOR:**

**ALON BRANDS, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name: Denise McWatters  
Title: Secretary

By:   
Name: Anthony Miller  
Title: President

[Signature Page to Second Amendment to Trademark Security Agreement]

Accepted and Acknowledged by:

**AGENT:**

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

By: 

Name: William Plough

Title: Duly Authorized Signatory

[Signature Page to Second Amendment to Trademark Security Agreement]

**EXHIBIT A**  
to  
**SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT**





<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application No./ Application Date</b>	<b>Registration No./Registration Date</b>
ALON BRANDS, INC.	U.S.A.	HIGH OCTANE REWARDS	87934151 24-MAY-2018	5886308 15-OCT-2019
ALON BRANDS, INC.	U.S.A.	MUY SABROSO	87934158 24-MAY-2018	5940333 17-DEC-2019
ALON BRANDS, INC.	U.S.A.	DK	88177808 1-NOV-2018	5786370 25-JUNE-2019
ALON BRANDS, INC.	U.S.A.	DK	88177847 1-NOV-2018	5973850 28-JAN-2020
ALON BRANDS, INC.	U.S.A.	DK	88177856 1-NOV-2018	5973851 28-JAN-2020

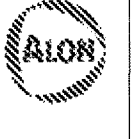




**SCHEDULE I**

to

**SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

U.S. Trademark Registrations and Applications:

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

Grantor	Country	Mark	Application No./ Application Date	Registration No./Registration Date
				
ALON BRANDS, INC.	U.S.A.	HIGH OCTANE REWARDS	87934151 24-MAY-2018	5886308 15-OCT-2019
ALON BRANDS, INC.	U.S.A.	MUY SABROSO	87934158 24-MAY-2018	5940333 17-DEC-2019
ALON BRANDS, INC.	U.S.A.	DK	88177808 1-NOV-2018	5786370 25-JUNE-2019
ALON BRANDS, INC.	U.S.A.	DK	88177847 1-NOV-2018	5973850 28-JAN-2020
ALON BRANDS, INC.	U.S.A.	DK	88177856 1-NOV-2018	5973851 28-JAN-2020

**Trade Names**

None.

**Common Law Trademarks**

None.

**Trademarks Not Currently In Use**

None.

**Trademark Licenses**

None.

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