

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764031

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alon Paramount Holdings, Inc.		11/01/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Administrative Agent
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: 1

Property Type	Number	Word Mark
Registration Number:	2495313	TOPEIN

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	049275-0149
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	10/27/2022

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 corporation (“**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 (in such capacity, together with its successors and assigns in such capacity, the “**Agent**”).

WHEREAS, (i) the Grantors entered into that certain 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 against (i) Alon Assets, Inc., a Delaware corporation (“**Alon Assets**”), on March 30, 2018 at Reel 006313, Frame 0890 and (ii) Alon Asphalt Bakersfield, Inc., a Delaware corporation (“**Alon Asphalt Bakersfield**”), on March 30, 2018 at Reel 006305, Frame 0087;

WHEREAS, Alon Asphalt Bakersfield 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 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, 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.

[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

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

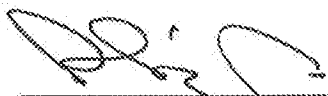
By: 
Name: Reuven Spiegel
Title: Executive Vice President and Chief
Financial Officer

**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

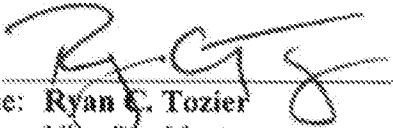
ALON PARAMOUNT HOLDINGS, INC.

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: 007905 FRAME: 0446

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


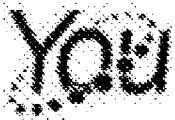

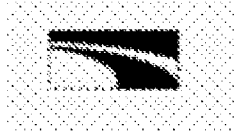

SCHEDULE I


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	4289949

Grantor	Country	Mark	Application No./ Application Date	Registration No./Registration Date
			07-NOV-2011	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, 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.