

4/16/04

04-21-2004

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Tab settings

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To the Honorable Commissioner of Patents and Trademarks, Please record the attached original documents or copy thereof.

FINANCE SECTION

1. Name of conveying party(ies):  
The Premcor Refining Group Inc.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:  
 Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

Execution date: April 13, 2004

2. Name and address of receiving party(ies):  
Name: Citicorp North America, Inc. (as agent for the Secured Parties)

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

Street Address: 390 Greenwich Street

City: New York State: NY Zip: 10013

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 Other \_\_\_\_\_

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)  
Additional name(s) & address(es) attached:  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) \_\_\_\_\_  
Additional number(s) attached \_\_\_\_\_

B. Trademark Registration No.(s) 2669684, 2529453, 2527101  
 Yes  No

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

Name: Kristen Vento

Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 90.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
230800  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Phyllis Eremitaggio                      [Signature]                      April 16, 2004  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

04/20/2004 09:01:00 00000155 230800 2669684

01 FC:8521 40.00 00  
02 FC:8522 50.00 00

TRADEMARK SECURITY AGREEMENT, dated as of April 13, 2004, by each of the entities listed on the signature pages hereof or that becomes a party hereto pursuant to *Section 7.10 (Additional Grantors)* of the Security Agreement referred to below] (each a "Grantor" and, collectively, the "Grantors"), in favor of Citicorp North America, Inc. ("CNAI"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Administrative Agent").

**W i t n e s s e t h:**

WHEREAS, pursuant to the Credit Agreement, dated as of April 13, 2004 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among THE PREMCOR REFINING GROUP INC. (the "Borrower"), the Lenders and Issuers party thereto and CNAI, as agent for the Lenders and Issuers, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the "Security Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

***Section 1. Defined Terms***

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

***Section 2. Grant of Security Interest in Trademark Collateral***

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

***Section 3. Security Agreement***

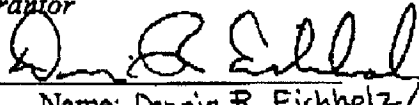
The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor 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,

THE PREMCOR REFINING GROUP INC.,  
as Grantor

By:   
Name: Dennis R. Eichholz  
Title: Senior V.P. - Finance and Controller

ACCEPTED AND AGREED  
as of the date first above written:

CITICORP NORTH AMERICA, INC.,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, each Grantor 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,

THE PREMCOR REFINING GROUP INC.,  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

CITICORP NORTH AMERICA, INC.,  
as Administrative Agent

By: Michael M. Schadt  
Name:  
Title:

MICHAEL M. SCHADT  
Vice President  
Asset Based Finance  
(212) 816-2432

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

P. 03/07 003

CITICORP

APR-13-2004 15:22  
04/13/04 15:23 FAX 212 793 1986

TRADEMARK  
REEL: 002952 FRAME: 0815

ACKNOWLEDGMENT OF GRANTOR

STATE OF CONN)  
COUNTY OF FAIRFIELD)

ss. old greenwich

On this 13<sup>th</sup> day of April, 2004 before me personally appeared DENNIS EICHHOLTZ, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of THE PREMCOR REFINING GROUP INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]  
Notary Public

City of Greenwich, County of Fairfield, State of Connecticut  
On this 13<sup>th</sup> day of April, 2004  
DENNIS EICHHOLTZ  
personally appeared before me and acknowledged that  
he/she executed the foregoing instrument.  
[Signature] Notary Public  
PAF E. DOMAN  
My commission expires August 31, 2007

[NOTARY PAGE TO TRADEMARK SECURITY AGREEMENT]

**Schedule I  
to  
Trademark Security Agreement**

*Trademark Registrations*

**A. REGISTERED TRADEMARKS**

The Premcor Refining Group Inc. owns three U.S. trademark registrations for marks containing PREMCOR:

U.S. Trademark Registration No. 2,669,684 for the mark PREMCOR for “oil and fuel refining”;

U.S. Trademark Registration No. 2,529,453 for PREMCOR PREMIER PEOPLE, PRODUCTS AND SERVICES (and Design) for “oil and fuel refining”; and

U.S. Trademark Registration No. 2,527,101 for the mark PREMCOR (and Design) for “oil and fuel refining”.