

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Williams Express, Inc.		08/15/2005	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Delek US Holdings, Inc.		
<b>Street Address:</b>	830 Crescent Center Drive, Suite 300		
<b>City:</b>	Franklin		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37067		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1979238	GUARANTEED RIGHT! MAPCO EXPRESS	
Registration Number:	1813924	CAFE EXPRESS FINEST COFFEE IN TOWN MAPCO	
Registration Number:	1626308	MAPCO EXPRESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)318-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-318-3183		
<b>Email:</b>	nytrademark@fulbright.com, mmutterperl@fulbright.com, hrosenberg@fulbright.com, nurizar@fulbright.com		
<b>Correspondent Name:</b>	Mark N. Mutterperl		
<b>Address Line 1:</b>	Fulbright & Jaworski L.L.P.		
<b>Address Line 2:</b>	666 Fifth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10103		
<b>NAME OF SUBMITTER:</b>	Mark N. Mutterperl		
<b>Signature:</b>	/mark n. mutterperl/		

CH \$90.00 1979238

Date:

09/16/2005

**Total Attachments: 3**

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TRADEMARK AND DOMAIN NAME ASSIGNMENT

WHEREAS, Williams Express, Inc., a Texas corporation located at 1101 Kermit Drive, Suite 800, Nashville Tennessee 37217 (hereinafter called the ASSIGNOR), is the owner of and has adopted the trade name and trademark MAPCO, including derivative marks, and composite marks and variations incorporating the term MAPCO and the domain name mapcoexpress.com (the "Trademarks");

WHEREAS, Delek US Holdings, Inc., a Delaware corporation located at 830 Crescent Center Drive, Suite 300, Franklin, Tennessee 37067, (hereinafter called the ASSIGNEE) currently licenses the Trademarks for use in connection with convenience stores and retail gasoline stores; and

WHEREAS, ASSIGNEE is desirous of acquiring all right, title and interest in and to the Trademarks to identify ownership, leasing, management and operation of convenience stores and retail gasoline stores together with the related registrations described on Schedule 1 attached hereto ("Assigned Goods/Services") and the goodwill of the business of ASSIGNOR to which Assigned Goods/Services pertain; and

WHEREAS, ASSIGNOR desires to retain ownership and control of the Trademarks for all other uses and purposes including, but not limited to, mining, pipeline, refining and hydrocarbon exploration, marketing and production businesses.

NOW, THEREFORE, for the sum of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby irrevocably sells, assigns, and transfers unto ASSIGNEE, its successors and assigns, all right, title and interest in and to the Trademarks in connection with the Assigned Goods/Services, including all state, federal, common law and foreign rights, and the domain name mapcoexpress.com, and all applications and registrations related thereto, the right to sue for and receive damages for past infringements, and the goodwill of the business connected with the use of and symbolized by the Trademarks in connection with the Assigned Goods/Services and retains all other used;

ASSIGNOR makes no warranty or representation of any kind as to whether there are other registrations other than those assigned registrations which are listed on Schedule 1 attached

hereto and made a part hereof. In the event there are other registrations which are prior to the date of this assignment which ASSIGNEE discovers and desires ASSIGNOR to assign, then ASSIGNOR shall be responsible for presenting such requests to ASSIGNOR. It is understood and agreed that ASSIGNOR has no obligation to search for registrations or other related filings or to assign any registrations related to ASSIGNOR's retail truck stop operations formerly doing business as MAPCO Travel Centers and later as Williams Travel Centers.

ASSIGNEE hereby indemnifies and holds ASSIGNOR, its successors, assigns, and transferees, and the officers, directors, shareholders, and agents of any of the foregoing harmless from and against any and all damages, costs, expenses, lawsuits, and liabilities, including reasonable attorney's fees, arising from any future use made by ASSIGNEE of the Trademarks in connection with the Assigned Goods/Services.

IN WITNESS WHEREOF, the said ASSIGNOR and ASSIGNEE have hereunto executed this instrument this 15<sup>th</sup> day of August, 2005.

Williams Express, Inc.

Dated: 8/15, 2005

By:   
Name:

James E. Scheel  
Title: Vice President



Delek US Holdings, Inc.

Dated: 8/12, 2005

By:   
Name:

Uzi Yemin

Title: CEO

Schedule 1 to  
**TRADEMARK AND DOMAIN  
 NAME ASSIGNMENT**

MAPCO Retail Registrations

Mark	Registration/ Application No.	Registration/ Application Date	Goods/Services
GUARANTEED RIGHT! MAPCO EXPRESS	1,979,238	06/11/96	Retail gasoline service station services Retail grocery store services.
CAFÉ EXPRESS FINEST COFFEE IN TOWN MAPCO	1,813,924	12/28/93	Unbrewed coffee sold in packages
MAPCO EXPRESS	1,626,308	12/04/90	Retail gasoline service station services

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