

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Western Refining Company		05/31/2007	LIMITED PARTNERSHIP: UNITED STATES

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	901 Main Street
Internal Address:	TX1-492-14-11
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	Administrative Agent:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3123404	W WESTERN REFINING COLLEGE ALL-AMERICA GOLF CLASSIC
Serial Number:	78706303	W WESTERN REFINING
Serial Number:	78706318	WESTERN REFINING

CORRESPONDENCE DATA

Fax Number: (214)200-0853
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 7135472156
 Email: laniers@haynesboone.com
 Correspondent Name: Haynes and Boone, LLP, N. Alex Nolte
 Address Line 1: 901 Main Street
 Address Line 2: Suite 3100
 Address Line 4: Dallas, TEXAS 75202

CH \$90.00 3123404

ATTORNEY DOCKET NUMBER:	17997.987
NAME OF SUBMITTER:	N. Alexander Nolte
Signature:	/N. Alexander Nolte/
Date:	07/18/2007
Total Attachments: 6 source=TrademarkSecurityAgreement#page1.tif source=TrademarkSecurityAgreement#page2.tif source=TrademarkSecurityAgreement#page3.tif source=TrademarkSecurityAgreement#page4.tif source=TrademarkSecurityAgreement#page5.tif source=TrademarkSecurityAgreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2007, by each of the entities listed on the signature pages hereof or which becomes a party hereto pursuant to the Security Agreement referred to below (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of BANK OF AMERICA, N.A., a national banking association, in its capacity as Administrative Agent for the benefit of itself and the Lenders (hereinafter defined) as "*Secured Party*."

WITNESSETH:

WHEREAS, pursuant to the Term Loan Credit Agreement, dated as of May 31, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") among Western Refining, Inc., Bank of America, N.A., as Administrative Agent, and the banks and other financial institutions (the "*Lenders*") from time to time parties thereto, the Lenders have severally agreed to make extensions of credit to Western Refining, Inc. upon the terms and subject to the conditions set forth therein; and

WHEREAS, all of the Grantors have guaranteed the Obligations pursuant to the Continuing Guaranty dated as of even date herewith; and

WHEREAS, all of the Grantors are party to that certain Security Agreement dated as of even date herewith by the Grantors in favor of the Secured Party for the benefit of itself and the Lenders (as it may be amended, restated, or otherwise modified from time to time, the "*Security Agreement*"), pursuant to which the Grantors are required to execute and deliver this Copyright Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Western Refining, Inc. thereunder, each Grantor hereby agrees with the Secured Party 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 Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Secured Party for its benefit and the benefit of the Lenders, and grants to the Secured Party for its benefit and the benefit of the Lenders 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 those referred to on Schedule I hereto (as such Schedule may be amended from time to time by the addition of Trademarks and Trademark Licenses, subsequently created or acquired, by execution of a supplement in substantially the same form of Exhibit A attached hereto);

(b) all renewals 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 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 Secured Party pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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.


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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS**

Very truly yours,

WESTERN REFINING COMPANY, L.P.,
a Delaware limited partnership

By: Western Refining GP, LLC,
a Delaware limited liability company,
its general partner

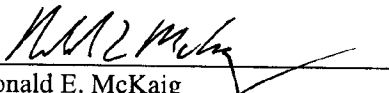
By: 

Scott Weaver
Chief Administrative Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 003582 FRAME: 0348

Accepted and Agreed:
BANK OF AMERICA, N.A., as Administrative Agent,
as Secured Party

By: 
Ronald E. McKaig
Senior Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 003582 FRAME: 0349

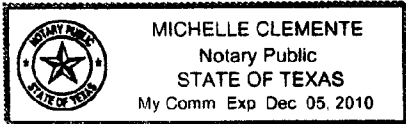
ACKNOWLEDGEMENT OF GRANTOR

STATE OF TEXAS

§
§
§

COUNTY OF EL PASO

This instrument was acknowledged before me on this 7th day of May, 2007, by Scott Weaver, Chief Administrative Officer of Western Refining GP, LLC, a Delaware limited liability company, on behalf of said limited liability company as general partner of Western Refining Company, L.P., a Delaware limited partnership, on behalf of said limited partnership.



WITNESS my hand and official seal.

Michelle Clemente
Notary Public

[NOTARIAL SEAL]

My commission expires: Dec. 05, 2010

Schedule I
to
Trademark Security Agreement
Trademark Registrations

REGISTERED TRADEMARKS

Trademark Name	Registration Number	Registration Date
W WESTERN REFINING COLLEGE ALL-AMERICA GOLF CLASSIC	3,123,404	August 1, 2006

TRADEMARK APPLICATIONS

Trademark Name	Registration Number	Registration Date
W WESTERN REFINING	78-706,303	September 2, 2005
WESTERN REFINING	78-706,318	September 2, 2005