

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM351901

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A.		08/18/2015	Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tesoro Corporation		
<b>Street Address:</b>	19100 Ridgewood Parkway		
<b>City:</b>	San Antonio		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78259		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2417979	TESORO	
<b>Registration Number:</b>	2417980	TESORO	
<b>Registration Number:</b>	2417983	TESORO	
<b>Registration Number:</b>	2470027	TESORO	
<b>Registration Number:</b>	2473954	TESORO	
<b>Registration Number:</b>	2736950	TESORO	
<b>Registration Number:</b>	2487913	TESORO	
<b>Registration Number:</b>	2406814	TESORO	
<b>Registration Number:</b>	2498186	TESORO	
<b>Registration Number:</b>	2488024	TESORO	
<b>Registration Number:</b>	2386019	TESORO	
<b>Registration Number:</b>	1630330	TESORO ALASKA	
<b>Registration Number:</b>	3994555	TESORO DAKOTA PREMIER	
<b>Registration Number:</b>	3826200	TESORO FREE FILLIN'	
<b>Registration Number:</b>	3826201	TESORO FREE FILLIN'	
<b>Registration Number:</b>	3861943	TESORO GALLONS FOR GRADES	
<b>Registration Number:</b>	2978371	TESORO GIFT CARD	
<b>CORRESPONDENCE DATA</b>			

OP \$440.00 2417979

**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.*

**Email:** michael.barys@thomsonreuters.com

**Correspondent Name:** Elaine Carrera, Legal Assistant

**Address Line 1:** 80 Pine Street

**Address Line 4:** New York, NEW YORK 10005

<b>NAME OF SUBMITTER:</b>	Elaine Carrera
<b>SIGNATURE:</b>	/Michael Barys/
<b>DATE SIGNED:</b>	08/19/2015

**Total Attachments: 5**

source=TSO Trademark Release - Tesoro#page1.tif

source=TSO Trademark Release - Tesoro#page2.tif

source=TSO Trademark Release - Tesoro#page3.tif

source=TSO Trademark Release - Tesoro#page4.tif

source=TSO Trademark Release - Tesoro#page5.tif

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of August 18, 2015 (the "Effective Date"), is made by JPMorgan Chase Bank, N.A., in its capacity as collateral agent (the "Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain Security Agreement, dated as of January 28, 2013, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of January 28, 2013 (the "Trademark Security Agreement"), whereby the Grantor granted a security interest in certain collateral, including in the trademarks listed on Schedule 1 attached hereto (the "Trademark Collateral") for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 29, 2013 at Reel/Frame 4950/0710:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, arising under the Security Agreement and under the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

[Signature page to follow]

JPMorgan Chase Bank, N.A., acting in its  
capacity as Agent

By: M. Hasan

Name: Muhammad Hasan

Title: Vice President

Tesoro Corporation, as Grantor

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

Name:

Title:

[Trademark Release -- Tesoro Corporation]

**TRADEMARK**  
**REEL: 005602 FRAME: 0508**

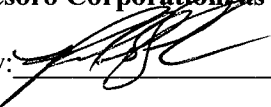
**JPMorgan Chase Bank, N.A., acting in its  
capacity as Agent**

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

Name:

Title:

**Tesoro Corporation, as Grantor**

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

Name: Brad S. Lakhia

Title: Vice President and Treasurer

[Trademark Release – Tesoro Corporation]

**TRADEMARK  
REEL: 005602 FRAME: 0509**

## Schedule 1

## U.S. Trademark Registrations and Applications

Owner	Trademark	Registration Number	Registration Date	Serial/ Application Number
Tesoro Corporation	TESORO	2,417,979	01/02/2001	75/488,449
Tesoro Corporation	TESORO	2,417,980	01/02/2001	75/488,627
Tesoro Corporation	TESORO	2,417,983	01/02/2001	75/489,868
Tesoro Corporation	TESORO	2,470,027	07/17/2001	75/488,255
Tesoro Corporation	TESORO	2,473,954	07/31/2001	75/489,873
Tesoro Corporation	TESORO & DESIGN (LEFT SIDE)	2,736,950	07/15/2003	75/489,870
Tesoro Corporation	TESORO & DESIGN (LEFT SIDE)	2,487,913	09/11/2001	75/392,362
Tesoro Corporation	TESORO & DESIGN (LEFT SIDE)	2,406,814	11/21/2000	75/488,256
Tesoro Corporation	TESORO & DESIGN (RIGHT SIDE)	2,498,186	10/16/2001	75/129,578
Tesoro Corporation	TESORO & DESIGN (TOP)	2,488,024	09/11/2001	75/488,117
Tesoro Corporation	TESORO & DESIGN (TOP)	2,386,019	09/12/2000	75/391,865
Tesoro Corporation	TESORO ALASKA & DESIGN	1,630,330	01/01/1991	74/032,515
Tesoro Corporation	TESORO DAKOTA PREMIER	3,994,555	07/12/2011	77/859,001
Tesoro Corporation	TESORO FREE FILLIN'	3,826,200	07/27/2010	77/738,434
Tesoro Corporation	TESORO FREE FILLIN' & DESIGN	3,826,201	07/27/2010	77/738,443
Tesoro Corporation	TESORO GALLONS FOR GRADES & DESIGN	3,861,943	10/12/2010	77/848,328
Tesoro Corporation	TESORO GIFT CARD	2,978,371	7/26/2005	78/180,362