

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429882

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST, RELEASING THE SECURITY INTEREST PREVIOUSLY RECORDED AT REEL 4918 AND FRAME 0641.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas		06/01/2017	Banking Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	NORTHERN TIER RETAIL LLC		
Street Address:	2060 Center Point Boulevard		
Internal Address:	Suite 1		
City:	Mendota Heights		
State/Country:	MINNESOTA		
Postal Code:	55120		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4137034	BUY STUFF. GET STUFF FREE!	
Serial Number:	85379964	MY SA REWARDS	
Serial Number:	85348895	SA REWARDS	
CORRESPONDENCE DATA			
Fax Number:	2122919868		
<i>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.</i>			
Phone:	2026411132		
Email:	demarcor@sullcrom.com, nguyenb@sullcrom.com		
Correspondent Name:	Raffaele A. DeMarco		
Address Line 1:	125 Broad Street		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	New York, NEW YORK 10004-2498		
NAME OF SUBMITTER:	Raffaele A. DeMarco		
SIGNATURE:	/Raffaele A. DeMarco/		
DATE SIGNED:	06/02/2017		

OP \$90.00 4137034

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “**Trademark Release**”), effective as of June 1, 2017, is made by Deutsche Bank Trust Company Americas, a New York banking corporation, as collateral agent for the Secured Parties (the “**Agent**”) in favor of Northern Tier Retail LLC, a Delaware limited liability company, (the “**Obligor**”). Capitalized terms used in this Trademark Release, but not defined herein, have the meanings ascribed to them in the Pledge and Security Agreement referred to below.

WITNESSETH:

WHEREAS, the Agent and the Obligor entered into that certain Pledge and Security Agreement, dated as of December 1, 2010 (the “**Pledge and Security Agreement**”), pursuant to which the Obligor pledged and granted to the Agent for the benefit of the Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks set forth on Schedule A hereto (the “**Trademark Collateral**”);

WHEREAS, the Obligor and the Agent entered into that certain Grant of Security Interest in Trademark Rights, dated as of November 8, 2012 (the “**Trademark Security Agreement**”), for the purpose of recording the security interest with respect to the Trademark Collateral with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 13, 2012, at Reel 4918, Frame 0641;

WHEREAS, the Obligor and the Agent are parties to that certain letter agreement, dated as of the date hereof, pursuant to which the Agent is required to execute and deliver this Trademark Release;

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

SECTION 1. Release of Security Interest. The Agent hereby releases, cancels, relinquishes and discharges its security interest in, all of the Obligor’s right, title and interest in, to, and under the Trademark Collateral.

SECTION 2. Further Assurances. The Agent shall, at the reasonable request and expense of the Obligor, timely take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable law, execute and deliver any additional documents and other papers, and perform any additional acts that may be necessary or desirable to evidence the release and termination of the Agent’s security interests in the Trademark Collateral, and to consummate and make effective the transactions contemplated by this Trademark Release.

SECTION 3. Counterparts. This Trademark Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 4. Governing Law. This Trademark Release and the rights and obligations of the parties under this Trademark Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.


[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Trademark Release to be duly executed and delivered by its officer as of the date first listed above.

Deutsche Bank Trust Company Americas

By: Deutsche Bank National Trust Company.

By:
Name:
Title:



Irina Golovashchuk
Vice President

Schedule A

Mark	Ser. No.	Reg. No.	Goods or Services
BUY STUFF. GET STUFF FREE!		4,137,034	Providing incentive award program for customers through the issuance and processing of loyalty points, in class 35.
MY SA REWARDS	85/379,964		Providing incentive award program for customers through the issuance and processing of loyalty points, in class 35.
SA REWARDS	85/348,895		Providing incentive award program for customers through the issuance and processing of loyalty points, in class 35.