

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
Tesoro Refining & Marketing Company LLC		05/30/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, National Association, as Collateral Agent
Street Address:	10 S. Dearborn, 7th Fl
Internal Address:	Mailcode IL1-1145
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Registration Number:	1975253	1-800-SMOGPROS
Registration Number:	2269628	ARCO
Registration Number:	837783	ARCO
Registration Number:	1421446	ARCO
Registration Number:	1496212	ARCO
Registration Number:	2378072	ARCO
Registration Number:	2341706	ARCO
Registration Number:	1495419	ARCO
Registration Number:	1411681	ARCO
Registration Number:	3723216	ARCO
Registration Number:	1411680	ARCO
Registration Number:	1557559	ARCO
Registration Number:	2255947	ARCO ARENA

OP \$1215.00 1975253

Registration Number:	1559511	ARCO ATF
Registration Number:	2451354	ARCO EMPLOYEE PREMIER CLUB CARD
Registration Number:	2398440	
Registration Number:	1525021	ARCONATE
Registration Number:	1848893	ARCOPLUS
Registration Number:	1740457	ARCOPURE
Registration Number:	1603270	ARCOSOLV
Registration Number:	2343937	CLEANTECH
Registration Number:	2421772	GASPRO PLUS
Registration Number:	2480187	PAYQUICK
Registration Number:	2487772	PAYQUICK
Registration Number:	2502198	PUMPPASS
Registration Number:	2055924	RICHFIELD
Registration Number:	1854233	SMOGPROS
Registration Number:	1642477	SMOGPROS
Registration Number:	1752887	SMOGPROS
Registration Number:	1752888	SMOGPROS
Registration Number:	2530505	SMOGPROS
Registration Number:	2576536	SMOGPROS
Registration Number:	2553495	SMOGPROS
Registration Number:	1650345	SMOGPROS
Registration Number:	1655780	SMOGPROS
Registration Number:	1650344	SMOGPROS EXPRESS TEST AND REPAIR
Registration Number:	1670925	
Registration Number:	2394021	
Registration Number:	2001162	
Registration Number:	1559940	
Registration Number:	1499940	
Registration Number:	837784	
Registration Number:	1484621	
Registration Number:	3661826	
Registration Number:	1425962	
Registration Number:	1612588	
Registration Number:	3672562	STRAIGHT UP GAS
Registration Number:	2559199	

TRADEMARK

REEL: 005039 FRAME: 0939

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-701-3345
Email: david.adams@thomsonreuters.com
Correspondent Name: James P. Murphy, Legal Assistant
Address Line 1: 80 Pine Street
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	James P. Murphy
Signature:	/David Adams TR/
Date:	06/04/2013

Total Attachments: 6

source=TRMC Trademark Security Agreement (Term Loan Borrowing)#page1.tif
source=TRMC Trademark Security Agreement (Term Loan Borrowing)#page2.tif
source=TRMC Trademark Security Agreement (Term Loan Borrowing)#page3.tif
source=TRMC Trademark Security Agreement (Term Loan Borrowing)#page4.tif
source=TRMC Trademark Security Agreement (Term Loan Borrowing)#page5.tif
source=TRMC Trademark Security Agreement (Term Loan Borrowing)#page6.tif

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of May 30, 2013 and effective upon the consummation of the BP Acquisition (which will be effective on June 1, 2013 at 12:01 a.m. Carson, California time), is made by Tesoro Refining & Marketing Company LLC, a Delaware limited liability company, located at 19100 Ridgewood Parkway, San Antonio, TX 78259 (the “Grantor”), in favor of JPMorgan Chase Bank, National Association, as collateral agent (the “Agent”) on behalf of the Secured Parties (as defined in the Credit Agreement) pursuant to a Term Loan Credit Agreement dated January 28, 2013 (as amended, restated, supplemented or modified from time to time, the “Credit Agreement”) among the Grantor, the subsidiaries of the Grantor party thereto, JPMorgan Chase Bank, National Association, as administrative agent and collateral agent, and the lending institutions from time to time party thereto (collectively, the “Lenders”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have extended credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain subsidiaries of the Grantor have executed and delivered a Security Agreement, dated as of January 28, 2013, in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest in certain of its Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Agent to enter into the Credit Agreement and the Lenders to extend credit to the Grantor, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges, assigns, and grants a security interest in all of the Grantor’s right, title and interest in, to and under those Trademarks listed on Schedule A hereto (collectively, the “Collateral”), to the Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the


Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 30th day of May, 2013.

TESORO REFINING & MARKETING COMPANY
LLC, as Grantor

By: 
Name: Tracy D. Jackson
Title: Vice President and Treasurer

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, as Agent

By: _____
Name:
Title:

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, as Agent

By: 

Name: J. Devin Mock

Title: Authorized Officer

SCHEDULE A

UNITED STATES REGISTERED AND APPLIED FOR TRADEMARKS

Trademark	Reg. No.	Reg. Date
1-800-SMOGPROS	1975253	05/21/1996
ARCO	2269628	08/10/1999
ARCO	837783	10/31/1967
ARCO	1421446	12/16/1986
ARCO	1496212	07/12/1988
ARCO & SPARK POLE DESIGN	2378072	08/15/2000
ARCO AND SPARK DESIGN	2341706	04/11/2000
ARCO AND SPARK DESIGN LOGO (BLACK AND WHITE)	1495419	07/05/1988
ARCO AND SPARK DESIGN LOGO (BLACK AND WHITE)	1411681	09/30/1986
ARCO AND SPARK DESIGN LOGO (BLACK AND WHITE)	3723216	12/08/2009
ARCO AND SPARK DESIGN LOGO (COLOR)	1411680	09/30/1986
ARCO AND SPARK DESIGN WITH STRIPES	1557559	09/26/1989
ARCO ARENA	2255947	06/22/1999
ARCO ATF	1559511	10/10/1989
ARCO EMPLOYEE PREMIER CLUB CARD	2451354	05/15/2001
ARCO PUMP AND TWO SPARKS DESIGN	2398440	10/24/2000
ARCONATE	1525021	02/21/1989
ARCOPLUS	1848893	08/09/1994
ARCOPURE	1740457	12/15/1992
ARCOSOLV	1603270	06/21/1990
CLEANTECH	2343937	04/18/2000
GASPRO PLUS	2421772	01/16/2001
PAYQUICK	2480187	08/21/2001
PAYQUICK	2487772	09/11/2001
PUMPPASS	2502198	10/30/2001
RICHFIELD	2055924	04/22/1997
SMOGPROS	1854233	09/13/1994
SMOGPROS	1642477	04/23/1991
SMOGPROS (STYLIZED IN BLUE)	1752887	02/16/1993
SMOGPROS (STYLIZED WITH BAR, BLUE)	1752888	02/16/1993
SMOGPROS (STYLIZED) & DESIGN	2530505	01/15/2002
SMOGPROS (STYLIZED) & DESIGN (2)	2576536	06/04/2002
SMOGPROS (STYLIZED) & DESIGN (3)	2553495	03/26/2002
SMOGPROS AND DESIGN	1650345	07/09/1991
SMOGPROS AND DESIGN (COLOR)	1655780	09/03/1991
SMOGPROS EXPRESS TEST AND REPAIR	1650344	07/09/1991
SMOGPROS STRIPING DESIGN	1670925	12/31/1991
SPARK AND STRIPE DESIGN	2394021	10/10/2000
SPARK DESIGN	2001162	09/17/1996
SPARK DESIGN	1559940	10/10/1989
SPARK DESIGN	1499940	08/09/1988
SPARK DESIGN	837784	10/31/1967
SPARK DESIGN	1484621	04/12/1988
SPARK DESIGN	3661826	07/28/2009
SPARK DESIGN (RED)	1425962	01/20/1987
SPARK DESIGN (RED)	1612588	09/11/1990
STRAIGHT UP GAS	3672562	08/25/2009
STRIPE DESIGN (ARCO)	2559199	04/09/2002

TRADEMARK