

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM351903

<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 Refining & Marketing Company LLC		
<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>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 48</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1975253	1-800-SMOGPROS	
<b>Registration Number:</b>	2269628	ARCO	
<b>Registration Number:</b>	0837783	ARCO	
<b>Registration Number:</b>	1421446	ARCO	
<b>Registration Number:</b>	1496212	ARCO	
<b>Registration Number:</b>	2378072	ARCO	
<b>Registration Number:</b>	2341706	ARCO	
<b>Registration Number:</b>	1495419	ARCO	
<b>Registration Number:</b>	1411681	ARCO	
<b>Registration Number:</b>	3723216	ARCO	
<b>Registration Number:</b>	1411680	ARCO	
<b>Registration Number:</b>	1557559	ARCO	
<b>Registration Number:</b>	2255947	ARCO ARENA	
<b>Registration Number:</b>	1559511	ARCO ATF	
<b>Registration Number:</b>	2451354	ARCO EMPLOYEE PREMIER CLUB CARD	
<b>Registration Number:</b>	2398440		
<b>Registration Number:</b>	1525021	ARCONATE	
<b>Registration Number:</b>	1848893	ARCOPLUS	
<b>Registration Number:</b>	1740457	ARCOPURE	

OP \$1215.00 1975253

Property Type	Number	Word Mark
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:	0837784	
Registration Number:	1484621	
Registration Number:	3661826	
Registration Number:	1425962	
Registration Number:	1612588	
Registration Number:	3672562	STRAIGHT UP GAS
Registration Number:	2559199	

**CORRESPONDENCE DATA**

**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
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<b>SIGNATURE:</b>	/Michael Barys/
<b>DATE SIGNED:</b>	08/19/2015
<b>Total Attachments: 6</b> source=TSO Trademark Release - TSO Refining#page1.tif source=TSO Trademark Release - TSO Refining#page2.tif source=TSO Trademark Release - TSO Refining#page3.tif source=TSO Trademark Release - TSO Refining#page4.tif source=TSO Trademark Release - TSO Refining#page5.tif source=TSO Trademark Release - TSO Refining#page6.tif	

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

JPMorgan Chase Bank, N.A.

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) August 18, 2015

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: TESORO Refining & Marketing Company LLC

Street Address: 19100 Ridgewood Parkway

City: San Antonio

State: TX

Country: USA Zip: 78259

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other LLC Citizenship USA-DE

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule 1

B. Trademark Registration No.(s)

See Schedule 1

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

48

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

August 18, 2015

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## 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 May 30, 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 June 4, 2013 at Reel/Frame 5039/0938:

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 Refining & Marketing Company  
LLC., as Grantor

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

Name:

Title:

[Trademark Release -- Tesoro Refining & Marketing Company LLC]

**TRADEMARK**  
**REEL: 005602 FRAME: 0533**

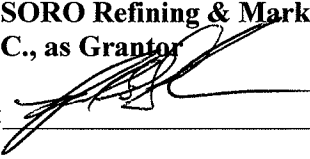
**JPMorgan Chase Bank, N.A., acting in its  
capacity as Agent**

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

Name:

Title:

**TESORO Refining & Marketing Company  
LLC., as Grantor**

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

Name: Brad S. Lakhia

Title: Vice President and Treasurer

Schedule 1

**U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
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	01/16/2011
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