

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |  |
|-----------------------|--|
| SUBMISSION TYPE:      | NEW ASSIGNMENT                               |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

**CONVEYING PARTY DATA**

| Name          | Formerly | Execution Date | Entity Type                      |
|---------------|----------|----------------|----------------------------------|
| SemGroup L.P. |          | 11/30/2009     | LIMITED<br>PARTNERSHIP: OKLAHOMA |

**RECEIVING PARTY DATA**

|                 |                       |
|-----------------|-----------------------|
| Name:           | SemGroup Corporation  |
| Street Address: | 1209 Orange Street    |
| City:           | Wilmington            |
| State/Country:  | DELAWARE              |
| Postal Code:    | 19801                 |
| Entity Type:    | CORPORATION: DELAWARE |

**PROPERTY NUMBERS Total: 12**

| Property Type        | Number  | Word Mark        |
|----------------------|---------|------------------|
| Registration Number: | 3291764 | SEMMATERIALS     |
| Registration Number: | 3291763 | SSS SEMMATERIALS |
| Registration Number: | 3448854 | SEMGAS           |
| Registration Number: | 3448858 | SSS SEMGAS       |
| Registration Number: | 3604913 | SEMCRUDE         |
| Registration Number: | 3604914 | SSS SEMCRUDE     |
| Registration Number: | 3555972 | SEMGROUP         |
| Registration Number: | 3692051 | SSS SEMGROUP     |
| Registration Number: | 3697573 | SEMFUEL          |
| Registration Number: | 3697575 | SEMSTREAM        |
| Registration Number: | 3697577 | SSS SEMSTREAM    |
| Registration Number: | 3697574 | SSS SEMFUEL      |

**CORRESPONDENCE DATA**

**900149438**

**TRADEMARK  
 REEL: 004109 FRAME: 0860**

**CH \$315.00 3291764**

Fax Number: (212)504-6666  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-504-6526  
Email: anna.erenburg@cwt.com  
Correspondent Name: Anna Erenburg  
Address Line 1: One World Financial Center, 19th Floor  
Address Line 4: New York, NEW YORK 10281

|                         |                 |
|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 55347.051       |
| NAME OF SUBMITTER:      | Anna Erenburg   |
| Signature:              | /Anna Erenburg/ |
| Date:                   | 12/08/2009      |

Total Attachments: 4  
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**ASSIGNMENT OF INTELLECTUAL PROPERTY**

**THIS ASSIGNMENT OF INTELLECTUAL PROPERTY** (this "Assignment") is delivered effective as of this 30th day of November, 2009 ("Effective Date") by SemGroup LP ("Assignor"), to and in favor of SemGroup Corporation ("Assignee").

**WHEREAS**, pursuant to Section 8.2 of that certain Plan of Reorganization dated as of November 30, 2009 (the "Plan of Reorganization"), Assignor's assets will automatically vest in SemGroup Corporation as of the Plan of Reorganization's Effective Date; and

**WHEREAS**, Assignee shall thus acquire from Assignor, all of the Assignor's rights, title and interest in any jurisdiction throughout the world in and to all of Assignee's intellectual property ("Assigned Intellectual Property"), including without limitation, the trademarks and trademark registrations listed on Schedule A hereto (the "Assigned Trademarks") and the domain names listed on Schedule B hereto (the "Assigned Domain Names");

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth in the Plan of Reorganization, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby agree as follows:

1. **Assignment of Transferred Intellectual Property.** Assignor hereby assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Assigned Intellectual Property, together with any and all goodwill connected with and symbolized by the Assigned Intellectual Property, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, as assignee of its entire right, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

2. **Further Assurances.** Assignor hereby covenants and agrees that, at any time and from time to time after the date of this Assignment, at Assignee's request, Assignor shall use all reasonable efforts to take, or cause to be taken, all appropriate action, to do or cause to be done all things necessary, proper or advisable under applicable law, and to execute and deliver such documents and other papers, as may be required to grant, sell, convey, assign, transfer, set over to Assignee any of the Assigned Intellectual Property.

3. **Plan of Reorganization Governs.** Notwithstanding any other provisions of this Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations set forth in the Plan of Reorganization, if any, nor shall this Assignment expand or enlarge any remedies under the Plan of Reorganization.

5. **No Third Party Beneficiaries.** This Assignment shall be binding upon and inure solely to the benefit of the Assignee and its permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person, any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Assignment.

6. **Severability.** If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Assignor or Assignee. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Assignment are consummated as originally contemplated to the greatest extent possible.

7. **Governing Law.** This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York without regard to conflicts of law provisions thereof.

**[Remainder of Page Left Intentionally Blank]**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

Assignor

Assignee

SemGroup, L.P.  
By: Sem Operating Co., P.A., its General Partner

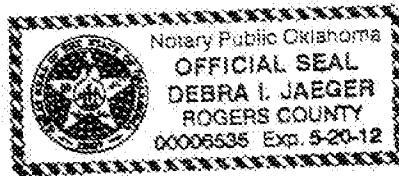
SemGroup Corporation

By: [Signature]  
Name: TERRELL BOVAN  
Title: PRESIDENT & CEO

By: [Signature]  
Name: Norman L. Szydlowski  
Title: President and Chief Executive Officer

Sworn to and subscribed before me  
this \_\_\_\_\_ day of November, 2009.

[Signature]  
Notary Public



My Commission Expires: 5-20-12

## Schedule A

## Assigned Trademarks

| Mark   | Owner             | Serial No./<br>Regis. No. | Status/Comments          |
|--|-------------------|---------------------------|--------------------------|
| SEMMATERIALS   | SemGroup,<br>L.P. | 3291764                   | Registered<br>09/11/2007 |
|  SemMaterials | SemGroup,<br>L.P. | 3291763                   | Registered<br>09/11/2007 |
| SEMGAS   | SemGroup,<br>L.P. | 3448854                   | Registered<br>06/17/2008 |
|  SemGas       | SemGroup,<br>L.P. | 3448858                   | Registered<br>06/17/2008 |
| SEMCRUDE   | SemGroup,<br>L.P. | 3604913                   | Registered<br>04/14/2009 |
|  SemCrude    | SemGroup,<br>L.P. | 3604914                   | Registered<br>04/14/2009 |
| SEMGROUP   | SemGroup,<br>L.P. | 3555972                   | Registered<br>01/06/2009 |
|  SemGroup   | SemGroup,<br>L.P. | 3692051                   | Registered<br>10/06/2009 |
| SEMFUEL  | SemGroup,<br>L.P. | 3697573                   | Registered<br>10/20/2009 |
|  SemFuel    | SemGroup,<br>L.P. | 3697574                   | Registered<br>10/20/2009 |
| SEMSTREAM  | SemGroup,<br>L.P. | 3697575                   | Registered<br>10/20/2009 |
|  SemStream  | SemGroup,<br>L.P. | 3697577                   | Registered<br>10/20/2009 |