

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Interest to BNP Paribas as Collateral Agent on behalf of Secured Parties

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SemGroup Corporation		11/30/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BNP Paribas
Street Address:	787 7th Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Bank: FRANCE

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:	3697574	SSS SEMFUEL
Registration Number:	3697575	SEMSTREAM
Registration Number:	3697577	SSS SEMSTREAM

CORRESPONDENCE DATA

900149451

**TRADEMARK
 REEL: 004110 FRAME: 0001**

CH \$315.00 3291764

Fax Number: (212)504-6666
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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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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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), effective as of November 30, 2009, is made by each of the signatories hereto (the "Grantors") in favor of BNP PARIBAS, as collateral agent (together with any successor thereto, the "Collateral Agent"), under the Credit Agreement, dated as of November 30, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SEMGROUP CORPORATION, a Delaware corporation ("Parent"), SEMCRUDE, L.P., a Delaware limited partnership ("SemCrude"), SEMSTREAM, L.P., a Delaware limited partnership ("SemStream"), SEMCAMS ULC, a Nova Scotia unlimited liability company ("SemCams"), SEMCANADA CRUDE COMPANY, a Nova Scotia unlimited liability company ("SemCanada"), SEMGAS, L.P., an Oklahoma limited partnership ("SemGas" and, together with Parent, SemCrude, SemStream, SemCams and SemCanada, the "Borrowers"), the lenders from time to time party thereto (the "Lenders"), BNP Paribas, Bank of America, N.A. and Calyon New York Branch, as issuing lenders thereunder (together with their successors and permitted assigns, the "Issuing Lenders"), BNP Paribas, as administrative agent, BNP Paribas Securities Corp., as a joint lead arranger, Banc of America Securities LLC, as a joint lead arranger, Calyon New York Branch as a joint lead arranger and as documentation agent, Bank of America, N.A. as syndication agent and the Collateral Agent.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to, and the Issuing Lenders have agreed to issue letters of credit for the account of, the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors and the other grantors thereunder have executed and delivered a Security Agreement, dated as of November 30, 2009, in favor of the Collateral Agent (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Collateral Agent a security interest in, inter alia, certain Intellectual Property, including those Trademarks set forth on Exhibit A that constitute Collateral; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each of the Grantors agrees, for the benefit of the Collateral Agent, as follows:

- I. 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, as applicable.
- II. Grant of Security Interest for Obligations. Each of the Grantors hereby grants a continuing security interest in all of such Grantor's right, title and interest in, to and under the Trademarks constituting Collateral (including, without limitation, those items listed on Exhibit A hereto and all goodwill related thereto) (collectively, the "Trademark Collateral"), to the Collateral Agent, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.
- III. Purpose. This Agreement has been executed and delivered by the Grantors 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 Collateral Agent in

EXECUTION VERSION

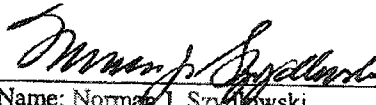
connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

- IV. Acknowledgment. Each of the Grantors does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in 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 this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.
- V. 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as if the day and year first above written.

SEMGROUP CORPORATION, as Grantor







By: 
Name: Norman J. Szydlowski
Title: President and Chief Executive Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004110 FRAME: 0005

Exhibit A

Trademarks

	Mark	Owner	Serial No./ Regis. No.	Status/Comments
1.	SEMMATERIALS	SemGroup, L.P.	3291764	Registered 09/11/2007
2.	 SemMaterials	SemGroup, L.P.	3291763	Registered 09/11/2007
3.	SEMGAS	SemGroup, L.P.	3448854	Registered 06/17/2008
4.	 SemGas	SemGroup, L.P.	3448858	Registered 06/17/2008
5.	SEMCRUDE	SemGroup, L.P.	3604913	Registered 04/14/2009
6.	 SemCrude	SemGroup, L.P.	3604914	Registered 04/14/2009
7.	SEMGROUP	SemGroup, L.P.	3555972	Registered 01/06/2009
8.	 SemGroup	SemGroup, L.P.	3692051	Registered 10/06/2009
9.	SEMFUEL	SemGroup, L.P.	3697573	Registered 10/20/2009
10.	 SemFuel	SemGroup, L.P.	3697574	Registered 10/20/2009
11.	SEMSTREAM	SemGroup, L.P.	3697575	Registered 10/20/2009
12.	 SemStream	SemGroup, L.P.	3697577	Registered 10/20/2009