

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SemGroup Corporation		06/17/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	The Royal Bank of Scotland PLC, as Collateral Agent
<b>Street Address:</b>	600 Washington Blvd
<b>City:</b>	Stamford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	74136
<b>Entity Type:</b>	Public Limited Company: UNITED KINGDOM

**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**

900195656

**TRADEMARK**  
 REEL: 004571 FRAME: 0252

OP \$315.00 3291764

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 714-540-1235  
Email: ipdocket@lw.com  
Correspondent Name: Latham & Watkins LLP  
Address Line 1: 650 Town Center Drive, Suite 2000  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038264-0172
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	06/28/2011

Total Attachments: 8  
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated June 17, 2011, is made by SEMGROUP CORPORATION, a corporation organized under the laws of the Delaware (the “**Grantor**”) in favor of THE ROYAL BANK OF SCOTLAND PLC (“**RBS**”), as Collateral Agent (the “**Collateral Agent**”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Guarantee and Collateral Agreement referred to therein.

WHEREAS, the Grantor, as borrower, the lenders party thereto from time to time (the “**Lenders**”), RBS as administrative agent (in such capacity, the “**Administrative Agent**”) and collateral agent (in such capacity, the “**Collateral Agent**”) for the Lenders, RBS Securities Inc., BNP Paribas Securities Corp., Citigroup Global Markets Inc., Deutsche Bank AG New York Branch, The Bank of Nova Scotia and Barclays Capital, as Joint Lead Arrangers, The Bank of Nova Scotia and BNP Paribas, as Term Loan A Facility and Revolving Credit Facility Co-Syndication Agents, Citibank, N.A. and Deutsche Bank AG New York Branch, as Term Loan B Facility Co-Syndication Agents, Citibank, N.A., Deutsche Bank AG New York Branch and Barclays Bank PLC, as Term Loan A Facility and Revolving Credit Facility Co-Documentation Agents, and The Bank of Nova Scotia, BNP Paribas and Barclays Bank PLC, as Term Loan B Facility Co-Documentation Agents, and each other party thereto have entered into the Credit Agreement dated as of June 17, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which the Lenders have severally agreed to make Loans, the Issuing Banks to issue Revolving Letters of Credit, the counterparties to the Secured Swap Agreements to enter into the Secured Swap Agreements and the counterparties to the Secured Cash Management Agreements to enter into the Secured Cash Management Agreements, upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the Guarantee and Collateral Agreement dated June 17, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”) in order to induce the Lenders to make Loans, each Issuing Bank to issue Revolving Letters of Credit, the counterparties to the Secured Swap Agreements to enter into the Secured Swap Agreements and the counterparties to the Secured Cash Management Agreements to enter into the Secured Cash Management Agreements.

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of Grantor's right, title and interest in and to the following (the "**Collateral**");

1. the United States Patents (as defined in the Guarantee and Collateral Agreement) set forth in Schedule A hereto;

2. the United States registered Trademarks (as defined in the Guarantee and Collateral Agreement) and Trademarks for which United States applications are pending set forth in Schedule B hereto; and

3. the United States registrations of Copyrights (as defined in the Guarantee and Collateral Agreement) set forth in Schedule C hereto.

SECTION 2. Recordation. This IP Security 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 and the United States Copyright Office. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Governing Law. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS IP SECURITY AGREEMENT AND ALL CLAIMS RELATING TO THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW OR TORT LAW, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Guarantee and Collateral Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid

provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

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IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SEMGROUP CORPORATION,  
as Grantor

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

Accepted and Agreed to:

THE ROYAL BANK OF SCOTLAND PLC,  
as Collateral Agent for the Lenders

By:   
Name: \_\_\_\_\_  
Title: *Authorized Signature*

ERIC E. STOERR  
MANAGING DIRECTOR

Schedule A







Patents and Patent Applications

None.



**Schedule B**

Trademarks and Trademark Applications

<u>Filing Date</u>	<u>Mark</u>	<u>Owner</u>	<u>Serial No./ Regis. No.</u>	<u>Status/Comments</u>
08/03/2005	SEMMATERIALS	SemGroup Corporation	3291764	Registered 09/11/2007
08/03/2005	 SemMaterials	SemGroup Corporation	3291763	Registered 09/11/2007
10/15/2007	SEMGAS	SemGroup Corporation	3448854	Registered 06/17/2008
10/15/2007	 SemGas	SemGroup Corporation	3448858	Registered 06/17/2008
07/17/2007	SEMCRUDE	SemGroup Corporation	3604913	Registered 04/14/2009
07/17/2007	 SemCrude	SemGroup Corporation	3604914	Registered 04/14/2009
08/16/2007	SEMGROUP	SemGroup Corporation	3555972	Registered 01/06/2009
3/17/2009	 SemGroup	SemGroup Corporation	3692051	Registered 10/06/2009
05/14/2008	SEMFUEL	SemGroup Corporation	3697573	Registered 10/20/2009
05/15/2008	 SemFuel	SemGroup Corporation	3697574	Registered 10/20/2009
05/15/2008	SEMSTREAM	SemGroup Corporation	3697575	Registered 10/20/2009
05/15/2008	 SemStream	SemGroup Corporation	3697577	Registered 10/20/2009

Schedule C

Copyright and Copyright Applications

None.