

06/17/2011

RE



103627344

To the Director of the U. S. Patent and Trademark Office

documents or the new address(es) below.

1. Name of conveying party(ies):

Southcross Energy LLC

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☒ Other limited liability company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) June 10, 2011

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☐ No

Name: Wells Fargo Bank, National Association

Internal

Address: T5303-452, Suite 4500

Street Address: 1445 Ross Avenue

City: Dallas

State: Texas

Country: USA Zip: 75202

- ☒ Association Citizenship USA  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

76/699,231; 76/699,299

B. Trademark Registration No.(s)

Additional sheet(s) attached? ☐ Yes ☒ No

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

SOUTHCROSS ENERGY; A 3-part design element, which appears as an incomplete circle and a design in the middle and the terms "SOUTHCROSS" AND "ENERGY"

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

Name: Susan D. Hamilton

Internal Address: Suite 3700

Street Address: 2001 Ross Avenue

City: Dallas

State: Texas Zip: 75201

Phone Number: 214.220.7936

Fax Number: 214.999.7936

Email Address: shamilton@velaw.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- ☐ Authorized to be charged to deposit account  
☒ Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

06/17/2011 AMULLINS 00000024 76699231

40.00 0P

25.00 0P

9. Signature:

Susan D. Hamilton  
Signature

June 15, 2011

Date

Susan D. Hamilton

Name of Person Signing

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

5

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated June 10, 2011, is made by Southcross Energy LLC, a Delaware limited liability company, located at 1700 Pacific Ave., Suite 2900, Dallas, TX 75201 ("Assignor"), in favor of Wells Fargo Bank, N.A., a national banking association, located at 1445 Ross Ave., Suite 4500, Dallas, Texas 75202, Attention: David C. Brooks, as agent for certain lenders (in such capacity, together with any permitted successors and assigns, "Assignee"). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Collateral Agreement (as hereinafter defined).

WHEREAS, Assignor is the applicant or registrant for the trademarks and service marks listed on the annexed Schedule 1 hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into an Amended and Restated Guaranty and Collateral Agreement, dated as of the date hereof, among Assignor and the other grantors signatory thereto, and Assignee (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, as collateral security for all of the Secured Obligations, Assignor has pledged and assigned to Assignee, and granted to Assignee, for the benefit of the Secured Parties a continuing security interest in the Trademarks, together with, among other things, the goodwill of the business symbolized by and associated with the Trademarks and the applications and registrations thereof, and all proceeds thereof (the "Collateral");

NOW, THEREFORE, in consideration of the premises and agreements made herein and in the Security Agreement, as collateral security for all of the Secured Obligations, Assignor hereby pledges and assigns to the Assignee, and grants to the Assignee, for the benefit of the Agents and the Secured Parties, a continuing security interest in the Collateral.

Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein.

Upon full satisfaction of the Secured Obligations, complete performance of all of the obligations of the Loan Parties under the Loan Documents and final termination of each Lender's obligations – if any – to make any further advances under any Note or to provide any other financial accommodations to any Loan Party, all rights under this Agreement shall terminate and the Collateral shall become wholly clear of the security interest evidenced hereby, and upon written request by Assignor such security interest shall be released by Assignee in due form and at Assignor's cost; provided, however, that this Agreement shall be reinstated if at any time any

payment of any of the obligations under the Loan Documents is rescinded or must otherwise be returned by the Assignee, the Lenders, or any of their respective affiliates or branches on the insolvency, bankruptcy or reorganization of any Loan Party or otherwise, all as though the payment had not been made.

*(Signature Pages Follow)*

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

SOUTHCROSS ENERGY LLC,  
as Assignor

By: 

Name: David W. Biegler

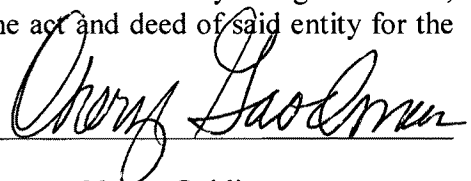
Title: Chairman and Chief Executive Officer

STATE OF TEXAS

SS.:

COUNTY OF DALLAS

On this 9th day of June, 2011, before me personally came David W. Biegler, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Chairman and Chief Executive Officer of Southcross Energy LLC, a Delaware limited liability company, and that he executed the foregoing instrument in the name of Southcross Energy LLC, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said entity for the uses and purposes therein mentioned.



Notary Public




[Signature Page]

TRADEMARK SECURITY AGREEMENT  
SOUTHCROSS ENERGY LLC

TRADEMARK  
REEL: 004573 FRAME: 0442

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

[Trademark Registrations and Trademark Applications]

Trademark	U.S. Application Serial No.
SOUTHCROSS ENERGY	76/699,231
	76/699,299