

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NGL ENERGY PARTNERS LP		06/19/2012	LIMITED PARTNERSHIP: DELAWARE
ANTICLINE DISPOSAL, LLC		06/19/2012	LIMITED LIABILITY COMPANY: WYOMING

RECEIVING PARTY DATA

Name:	DEUTSCHE BANK TRUST COMPANY AMERICAS
Street Address:	60 Wall Street
Internal Address:	MSNYC60-2710
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	COMPANY: NEW YORK

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3043847	HICKSGAS SOFT WATER
Registration Number:	0611994	SUPER HICKSGAS FUEL
Registration Number:	3506541	ROCKETFIRE
Registration Number:	4095698	
Registration Number:	4082937	COMPLETE CARE
Registration Number:	4082936	OXY AIR
Registration Number:	4082935	SIMPLY CLEAR
Registration Number:	4119647	NGL ENERGY PARTNERS LP
Registration Number:	3462319	ENERGYUSAPROPANE
Registration Number:	3726904	ANTICLINE DISPOSAL

CORRESPONDENCE DATA

900226511

**TRADEMARK**  
 REEL: 004807 FRAME: 0329

OP \$265.00 3043847

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 312-701-8944

Email: ptierney@mayerbrown.com, ipdocket@mayerbrown.com,  
ejpalmer@mayerbrown.com, driley@mayerbrown.com

Correspondent Name: Patrick Tierney

Address Line 1: 71 S. Wacker

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Patrick Tierney
Signature:	/PT/
Date:	06/25/2012

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated June 19, 2012, is made by NGL ENERGY PARTNERS LP, a Delaware limited partnership and ANTICLINE DISPOSAL, LLC, a Wyoming limited liability company (collectively, the "Assignors" and each, an "Assignor") in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent for the Secured Parties (in such capacity, together with any permitted successors and assigns, the "Assignee"). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Security Agreement (as hereinafter defined).

WHEREAS, each Assignor is the applicant or registrant for the Trademarks (as defined below) listed on the annexed Schedule I hereto, which Trademarks are registered or applied for in the United States Patent and Trademark Office;

WHEREAS, each Assignor has entered into a Pledge and Security Agreement, dated as of June 19, 2012, among each Assignor, the other grantors signatory thereto, and the Assignee (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, as collateral security for all of the Secured Obligations, each Assignor has pledged, assigned and granted to the Assignee, for the benefit of the Secured Parties, a continuing security interest in all of such Assignor's right, title and interest, whether now or hereafter existing or acquired by such Assignor, in, to and under all the Collateral, including the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and in furtherance and as confirmation of the security interest granted by each Assignor pursuant to the Security Agreement, as collateral security for all of the Secured Obligations, each Assignor hereby ratifies such security interest and hereby pledges, assigns and grants to the Assignee, for its benefit and the benefit of the Secured Parties, a continuing security interest in, to and under the following:

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the PTO and corresponding offices in other countries of the world, and all common law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively, "Trademarks"), including the Trademarks listed on Schedule I attached hereto;

(b) all Trademark licenses and other agreements for the grant by or to such Assignor of any right to use any Trademark (each, a "Trademark License");

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include Excluded Assets.

This Agreement has been executed and delivered by each Assignor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the benefit of the Secured Parties under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms. Each Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein.

In the event of any conflict between this Agreement and the Security Agreement, the Security Agreement shall control.

This Agreement is a Transaction Document executed pursuant to the Security Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(Signature Pages Follow)

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

NGL ENERGY PARTNERS LP,

as Assignor

By: NGL Energy Holdings  
LLC, its general partner

By: 

Name: Craig S. Jones

Title: Chief Financial Officer

ANTICLINE DISPOSAL, LLC,

as Assignor

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

Name: Nicholas Aretakis

Title: Senior Vice President and Chief  
Financial Officer


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

NGL ENERGY PARTNERS LP,  
as Assignor

By: NGL Energy Holdings  
LLC, its general partner

By: \_\_\_\_\_  
Name: Craig S. Jones  
Title: Chief Financial Officer

ANTICLINE DISPOSAL, LLC,  
as Assignor

By:  \_\_\_\_\_  
Name: Nicholas Aretakis  
Title: Senior Vice President and Chief  
Financial Officer

[Signature Page to Trademark Security Agreement]


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**TRADEMARK**  
**REEL: 004807 FRAME: 0334**

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,  
as Collateral Agent

BY: DEUTSCHE BANK NATIONAL TRUST  
COMPANY

By:   
Name: Wanda Camacho  
Title: Vice President

By:   
Name: Rodney Gaughan  
Title: Vice President

[Signature Page to Trademark Security Agreement]

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**TRADEMARK**  
**REEL: 004807 FRAME: 0335**

**SCHEDULE I TO TRADEMARK SECURITY AGREEMENT**

Registered Trademarks

<u>Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Property Covered</u>	<u>Date Registered</u>	<u>Country of Registration</u>
NGL Energy Partners LP	HICKSGAS SOFT WATER	3,043,847	Water treatment services	January 17, 2006	USA
NGL Energy Partners LP	SUPER HICKSGAS FUEL	611,994	Bottled Propane Gas	September 13, 1955	USA
NGL Energy Partners LP	ROCKETFIRE	3,506,541	Emergency vehicles	September 23, 2008	USA
NGL Energy Partners LP	OVAL - BOX DESIGN	4,095,698	Bottled, Bulk Propane gas	February 7, 2012	USA
NGL Energy Partners LP	COMPLETE CARE	4,082,937	Water treatment equipment	January 10, 2012	USA
NGL Energy Partners LP	OXY AIR	4,082,936	Water treatment equipment	January 10, 2012	USA
NGL Energy Partners LP	SIMPLY CLEAR	4,082,935	Water treatment equipment	January 10, 2012	USA
NGL Energy Partners LP	NGL ENERGY PARTNERS LP	4,119,647	Natural Gas Liquids	March 27, 2011	USA
NGL Energy Partners LP <sup>1</sup>	ENERGYUSA PROPANE & Design	3,462,319	Propane gas, liquefied petroleum gas	July 8, 2008	USA
Anticline Disposal, LLC	ANTICLINE DISPOSAL	3,726,904			United States

Pending Trademark Applications

None.

<sup>1</sup> Shown on the USPTO records as North American Propane, Inc.