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Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31/2012)



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103657199

RECORDED
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Southcross Energy LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

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

Execution Date(s) November 7, 2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Southcross Energy Operating, LLC

Internal

Address: _____

Street Address: 1700 Pacific Avenue, Suite 2900

City: Dallas

State: Texas

Country: USA Zip: 75201

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

Citizenship Delaware
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)

B. Trademark Registration No.(s)

4068920
4068921

Additional sheet(s) attached? Yes No

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

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

Name: Shannon Bertino

Internal Address: _____

Street Address: c/o Vinson & Elkins L.L.P.
2001 Ross Avenue, Suite 3700

City: Dallas

State: Texas Zip: 75201

Phone Number: 800-833-1592 ext. 7324

Fax Number: 214-220-7718

Email Address: shertino@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

Fee pd

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Shannon Bertino

Signature

November 12, 2012

Date

Shannon Bertino

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") effective as of November 7, 2012 (the "*Effective Date*"), is between **SOUTHCROSS ENERGY LLC**, a Delaware limited liability company having a business address of 1700 Pacific Avenue, Suite 2900, Dallas, Texas 75201 ("*Assignor*"), and **SOUTHCROSS ENERGY OPERATING, LLC**, a Delaware limited liability company having a business address of 1700 Pacific Avenue, Suite 2900, Dallas, Texas 75201 ("*Assignee*"). Assignor and Assignee are sometimes referenced individually as a "*Party*" and referenced collectively as the "*Parties*."

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and associated registrations as set forth in **EXHIBIT A** incorporated herein by reference, together with all goodwill associated therewith (hereinafter, the "*Marks*"); and

WHEREAS, Assignor desires to assign and transfer all of its rights, title and interest in, to, and under the Marks to Assignee, and Assignee desires to acquire all of Assignor's rights, title and interest in, to and under the Marks pursuant to the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the premises, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. ASSIGNMENT.

Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, all of Assignor's rights, title and interest in, to and under, the Marks together with the goodwill associated therewith, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect hereto, and in and to all causes of action, either in law or in equity for past, present or future infringement of said Marks. Such rights, title and interest shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors and 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.

2. RECORDALS/FURTHER ASSURANCES.

Assignee shall record this Assignment with the United States Patent and Trademark Office. Assignor shall execute and deliver to Assignee all such further instruments, assignments, assurances and other documents, and perform such other acts, as Assignee may reasonably request or as may be necessary to more fully assign and convey to and vest in Assignee the rights herein assigned.

3. ORIGINALS/COUNTERPARTS.

This Assignment may be executed in counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representative as of the Effective Date.

ASSIGNOR:

SOUTHCROSS ENERGY LLC


By: 
David M. Mueller, Senior Vice President

ASSIGNEE:

SOUTHCROSS ENERGY OPERATING, LLC

By: 
David M. Mueller, Senior Vice President

EXHIBIT A**Trademarks/Trademark Registrations**

Mark	Application No.	Filing Date	Reg. Number	Registration Date
SOUTHCROSS ENERGY	76699291	08/31/2009	4068920	12/13/2011
 SOUTHCROSS ENERGY	76699299	09/01/2009	4068921	12/18/2011

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