

04/09/2013

013/017

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



103657200

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

11-27-12

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

<p><b>1. Name of conveying party(ies):</b></p> <p>Southcross Energy Operating LLC</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation- State: _____  <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u></p> <p>Citizenship (see guidelines) <u>Delaware</u></p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b></p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name: <u>Wells Fargo Bank, National Association</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>201 Main Street, Suite 300</u></p> <p>City: <u>Fort Worth</u></p> <p>State: <u>Texas</u></p> <p>Country: <u>USA</u>      Zip: <u>76102</u></p> <p><input type="checkbox"/> Association      Citizenship _____  <input type="checkbox"/> General Partnership      Citizenship _____  <input type="checkbox"/> Limited Partnership      Citizenship _____  <input type="checkbox"/> Corporation      Citizenship _____  <input checked="" type="checkbox"/> Other <u>national association</u>      Citizenship <u>United States</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  (Designations must be a separate document from assignment)</p>
<p><b>3. Nature of conveyance /Execution Date(s):</b></p> <p>Execution Date(s) <u>November 7, 2012</u></p> <p><input type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p>	
<p><b>4. Application number(s) or registration number(s) and Identification or description of the Trademark.</b></p> <p>A. Trademark Application No.(s) _____</p> <p>B. Trademark Registration No.(s)  <u>4068920</u>  <u>4068921</u></p> <p>Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	

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

<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name: <u>Shannon Bertino</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>c/o Vinson &amp; Elkins L.L.P.</u>  <u>2001 Ross Avenue, Suite 3700</u></p> <p>City: <u>Dallas</u></p> <p>State: <u>Texas</u>      Zip: <u>75201</u></p> <p>Phone Number: <u>800-833-1592 ext 7324</u></p> <p>Fax Number: <u>214-220-7716</u></p> <p>Email Address: <u>sbertino@velaw.com</u></p>	<p><b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">2</span></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b> <u>\$65.00</u></p> <p><input type="checkbox"/> Authorized to be charged to deposit account  <input checked="" type="checkbox"/> Enclosed <i>Free paid</i></p> <p><b>8. Payment Information:</b></p> <p>Deposit Account Number _____</p> <p>Authorized User Name _____</p>
--	--

**9. Signature:** Shannon Bertino      November 12, 2012  
Signature      Date

Shannon Bertino  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated November 7, 2012, is made by Southcross Energy Operating, 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 201 Main Street, Suite 300, Fort Worth, TX 76102, Attention: Charles D. Kirkham, 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 I 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 a Second 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.

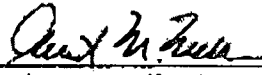
Upon full satisfaction of the Secured Obligations, complete performance of all of the obligations of the Loan Parties under the Loan Documents and final termination of each Lender's obligations, if any, to make any further advances under any Note or to provide any other financial accommodations to any 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 OPERATING, LLC,  
as Assignor


By:   
Name: David M. Mueller  
Title: Senior Vice President

[Signature Page]

TRADEMARK SECURITY AGREEMENT  
SOUTHCROSS ENERGY OPERATING, LLC

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

[Trademark Registrations and Trademark Applications]

Trademark	U.S. PTO Application No.	Filing Date	U.S. PTO Registration No.	Registration Date
SOUTHCROSS ENERGY	76/699,231	08/31/2009	4068920	12/13/2011
 SOUTHCROSS ENERGY	76/699,299	09/01/2009	4068921	12/13/2011

US 1619169v.1

4