

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Crestwood Midstream Partners LP		11/13/2013	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Crestwood Equity GP LLC		
Street Address:	700 Louisiana Street		
Internal Address:	Suite 2060		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	4008890	CRESTWOOD MIDSTREAM PARTNERS LP	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	7139867100		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	713-986-7000		
Email:	cwilhelm@rmlaw.com		
Correspondent Name:	Carol M. Wilhelm		
Address Line 1:	1300 Post Oak Blvd.		
Address Line 2:	Suite 2000		
Address Line 4:	Houston, TEXAS 77056		
ATTORNEY DOCKET NUMBER:	13281.1		
NAME OF SUBMITTER:	Carol M. Wilhelm		

CH \$40.00 4008890

Signature:	/Carol M. Wilhelm/
Date:	11/13/2013
Total Attachments: 2 source=CRESTWOOD assignment#page1.tif source=CRESTWOOD assignment#page2.tif	

**TRADEMARK ASSIGNMENT**

TRADEMARK ASSIGNMENT, dated as of November 13, 2013, by and between Crestwood Midstream Partners LP, a Delaware limited partnership, as Assignor, and Crestwood Equity GP LLC, a Delaware limited liability company, as Assignee.

WHEREAS, the Assignor is the owner of United States Trademark Registration Number 4008890 (the "Registration") for the mark CRESTWOOD MIDSTREAM PARTNERS LP (the "Mark");

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Registration and the Mark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor hereby conveys, transfers and assigns to Assignee, for its benefit and for the benefit of Assignee's successors, assigns and legal representatives, Assignor's entire right, title and interest in and to the Mark and the Application, together with (1) the goodwill of the business relating thereto, (2) all income, royalties and damages hereafter due or payable to Assignor with respect to the Mark, including without limitation payments for past, present or future infringements and misappropriations of the Mark; (3) all rights to sue for past, present and future infringements or misappropriations of the Mark; and (4) all rights to apply for and register the Mark in the name of Assignee in any governmental or other office anywhere in the world.

Assignor covenants and agrees that it will execute all further documents and authorizations and take all other actions that may be necessary or required to effectuate the assignment herein.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly signed and authorized as of the date written above.

CRESTWOOD MIDSTREAM PARTNERS LP

By: Crestwood Midstream GP LLC, its general partner

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

Name: Joel C. Lambert

Title: Senior Vice President and General Counsel

State of Texas )  
 ) ss.  
County of Harris )

On November 13, 2013, before me, Joel C. Lambert, personally appeared and known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the above instrument, and acknowledged to me that he is the Senior Vice President and General Counsel of Crestwood Midstream GP LLC, the general partner of Crestwood Midstream Partners LP, the limited partnership described in the above instrument, that he is duly authorized to execute the above instrument on behalf of Crestwood Midstream Partners LP, and that he signed the above instrument on behalf of Crestwood Midstream Partners LP pursuant to such authority.

WITNESS my hand and official seal.

Joyce Allen-Dennis  
Notary Public

My commission expires:

