

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339904

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Assignment of Intellectual Property Security Agreement recorded at R/F 4571/0252

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Royal Bank of Scotland plc, as resigning Collateral Agent		04/28/2015	Public Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Successor Collateral Agent
Street Address:	1525 West WT Harris Blvd - 1B1
Internal Address:	MAC D1109-019
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3291764	SEMMATERIALS
Registration Number:	3291763	SSS SEMMATERIALS
Registration Number:	3448854	SEMGAS
Registration Number:	3448858	SSS SEMGAS
Registration Number:	3604913	SEMCRUDE
Registration Number:	3604914	SSS SEMCRUDE
Registration Number:	3555972	SEMGROUP
Registration Number:	3692051	SSS SEMGROUP
Registration Number:	3697573	SEMFUEL
Registration Number:	3697574	SSS SEMFUEL
Registration Number:	3697575	SEMSTREAM
Registration Number:	3697577	SSS SEMSTREAM

CORRESPONDENCE DATA

Fax Number: 2127514864

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

TRADEMARK

Phone: 212-906-1200
Email: angela.amaru@lw.com
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 885 Third Avenue
Address Line 2: Suite 1000
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 038264-0172

NAME OF SUBMITTER: Angela M. Amaru

SIGNATURE: /s/ Angela M. Amaru

DATE SIGNED: 04/30/2015

Total Attachments: 5

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**NOTICE OF ASSIGNMENT OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Reference is made to (i) that certain Credit Agreement, dated as of June 17, 2011 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), by and among SemGroup Corporation (the “Borrower”), the lenders party thereto from time to time (the “Lenders”), The Royal Bank of Scotland plc (“RBS”), as collateral agent for the secured parties (together with its successors, designees and assignees, in such capacity, the “Collateral Agent”) and as administrative agent, and the other financial institutions party thereto; (ii) that certain Guarantee and Collateral Agreement, dated as of June 17, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Borrower, the other grantors from time to time party thereto, and the Collateral Agent; and (iii) that certain Intellectual Property Security Agreement, dated as of June 17, 2011, by the Borrower in favor of the Collateral Agent (the “Intellectual Property Security Agreement”).

WHEREAS, pursuant to the Intellectual Property Security Agreement, which was recorded with the United States Patent and Trademark Office on June 28, 2011 at Reel/Frame 4571/0252, the Borrower granted to the Collateral Agent for the ratable benefit of the Secured Parties (as defined in the Credit Agreement) a security interest in and to all of the Borrower’s right, title and interest in and to the Collateral (as defined in the Intellectual Property Security Agreement), including the trademark and service mark registrations listed on Schedule A hereto (collectively, the “IP Collateral”);

WHEREAS, RBS, as resigning Collateral Agent (the “Resigning Collateral Agent”), and Wells Fargo Bank, National Association (“Wells Fargo”), as successor Collateral Agent (the “Successor Collateral Agent”), are parties to that certain Agreement of Resignation, Appointment and Acceptance, dated as of April 28, 2015 (the “Successor Agent Agreement”), pursuant to which RBS, pursuant to Section 8.06 of the Credit Agreement, resigned as Collateral Agent under the Loan Documents (as defined in the Credit Agreement), and the Lenders appointed Wells Fargo as successor Collateral Agent under the Loan Documents; and

WHEREAS, the Resigning Collateral Agent and the Successor Collateral Agent have agreed to execute this Notice to evidence the transfer and assignment of the Resigning Collateral Agent’s interest in the Intellectual Property Security Agreement for recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Resigning Collateral Agent and the Successor Collateral Agent hereby agree as follows:

The effective date of this Notice shall be April 28, 2015 (the “Effective Date”).

Pursuant to the Successor Agent Agreement, as of the Effective Date, the Resigning Collateral Agent assigned to the Successor Collateral Agent all of its right, title and interest in and to the Intellectual Property Security Agreement and all rights, remedies, obligations and

other interests pertaining thereto or arising therefrom, including all security interests held by the Resigning Collateral Agent in and to the IP Collateral.

From and after the Effective Date, (a) each reference in the Intellectual Property Security Agreement to "Collateral Agent" shall be deemed to be a reference to Wells Fargo, in its capacity as successor Collateral Agent, (b) Wells Fargo shall become vested with all of the rights, powers, duties, obligations and other interests of the Collateral Agent under the Intellectual Property Security Agreement and shall be bound by the provisions thereof, and (c) RBS shall be discharged from its rights, powers, duties, obligations and other interests as Collateral Agent under the Intellectual Property Security Agreement, except to the extent otherwise expressly provided in the Successor Agent Agreement.

This Notice is to provide notice of the assignment and other matters effected pursuant to the Successor Agent Agreement, and each of the undersigned hereby acknowledges and agrees that the terms and provisions of such matters are set forth in the Successor Agent Agreement.

This Notice may be executed in any number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Notice to be executed by its duly authorized officer as of the Effective Date.

THE ROYAL BANK OF SCOTLAND PLC,
as Resigning Collateral Agent

By: James L. Moyes
Name: James L. Moyes
Title: Managing Director

[Signature Page to Notice of Assignment of Intellectual Property Security Agreement]

TRADEMARK
REEL: 005507 FRAME: 0168

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

as Successor Collateral Agent







By: _____

Name: Andrew Ostrov

Title: Director

[Signature Page to Notice of Assignment of Intellectual Property Security Agreement]

SCHEDULE A

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SEMMATERIALS	3291764	09/11/2007
 SemMaterials	3291763	09/11/2007
SEMGAS	3448854	06/17/2008
 SemGas	3448858	06/17/2008
SEMCRUDE	3604913	04/14/2009
 SemCrude	3604914	04/14/2009
SEMGROUP	3555972	01/06/2009
 SemGroup	3692051	10/06/2009
SEMFUEL	3697573	10/20/2009
 SemFuel	3697574	10/20/2009
SEMSTREAM	3697575	10/20/2009
 SemStream	3697577	10/20/2009