

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356903

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|---|-------------------------------------|---------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| SEQUENCE: | 2 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Crestwood Midstream Partners LP | | 09/30/2015 | LIMITED PARTNERSHIP: DELAWARE |
| US Salt, LLC | | 09/30/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Wells Fargo Bank | | |
| Street Address: | 1700 Lincoln Street, MAC# C7300-033 | | |
| City: | Denver | | |
| State/Country: | COLORADO | | |
| Postal Code: | 80203 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4008890 | CRESTWOOD MIDSTREAM PARTNERS LP | |
| Registration Number: | 1375352 | RESINGARD | |
| Registration Number: | 3872205 | TNA-5 | |
| Registration Number: | 0901665 | TX-10 | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129939767 | | |
| <i>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.</i> | | | |
| Phone: | 312.876.7700 | | |
| Email: | thomas.buettner@lw.com | | |
| Correspondent Name: | Thomas J. Buettner | | |
| Address Line 1: | Latham & Watkins LLP | | |
| Address Line 2: | 330 North Wabash Avenue, Suite 2800 | | |
| Address Line 4: | Chicago, ILLINOIS 60611 | | |
| ATTORNEY DOCKET NUMBER: | 048472-0019 | | |
| NAME OF SUBMITTER: | Thomas J. Buettner | | |

OP \$115.00 4008890

| | |
|--|------------|
| SIGNATURE: | /tjb/ |
| DATE SIGNED: | 09/30/2015 |
| Total Attachments: 5 source=CMLP - Intellectual Property Security Agreement (final executed)#page1.tif source=CMLP - Intellectual Property Security Agreement (final executed)#page2.tif source=CMLP - Intellectual Property Security Agreement (final executed)#page3.tif source=CMLP - Intellectual Property Security Agreement (final executed)#page4.tif source=CMLP - Intellectual Property Security Agreement (final executed)#page5.tif | |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated September 30, 2015, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of Wells Fargo Bank, National Association, as Collateral Agent (the “**Collateral Agent**”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Guarantee and Collateral Agreement referred to therein.

WHEREAS, Crestwood Midstream Partners LP, a limited partnership organized under the laws of the Delaware (the “**Borrower**”), the lenders party thereto from time to time (the “**Lenders**”), Wells Fargo Bank, National Association (“**Wells Fargo**”), as Administrative Agent and as Collateral Agent for the Lenders, Citibank, N.A., Bank of America, N.A. and JPMorgan Chase Bank, N.A., as Co-Syndication Agents, and Barclays Bank PLC, Morgan Stanley Senior Funding, Inc., RBC Capital Markets and SunTrust Bank as Co-Documentation Agents, and each other party thereto have entered into the Amended and Restated Credit Agreement dated as of September 30, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which the Lenders have severally agreed to make Loans, each Issuing Bank to issue Revolving Letters of Credit, the counterparties to the Secured Swap Agreements to enter into the Secured Swap Agreements and the counterparties to the Secured Cash Management Agreements to enter into the Secured Cash Management Agreements, upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Amended and Restated Guarantee and Collateral Agreement dated September 30, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”) in order to induce the Lenders to make Loans, each Issuing Bank to issue Revolving Letters of Credit, the counterparties to the Secured Swap Agreements to enter into the Secured Swap Agreements and the counterparties to the Secured Cash Management Agreements to enter into the Secured Cash Management Agreements.

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “**Collateral**”):

(a) the United States Patents (as defined in the Guarantee and Collateral Agreement) set forth in Schedule A hereto;

(b) the United States registered Trademarks (as defined in the Guarantee and Collateral Agreement) and Trademarks for which United States applications are pending set forth in Schedule B hereto; and

(c) the United States registrations of Copyrights (as defined in the Guarantee and Collateral Agreement) set forth in Schedule C hereto.

SECTION 2. Recordation. This IP Security Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Governing Law. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS IP SECURITY AGREEMENT AND ALL CLAIMS RELATING TO THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW OR TORT LAW, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.


SECTION 6. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Guarantee and Collateral Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

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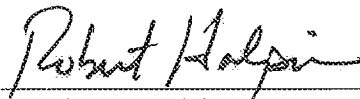
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CRESTWOOD MIDSTREAM PARTNERS LP,
as Grantor

By: CRESTWOOD MIDSTREAM GP LLC,
its general partner

By: 
Name: Robert T. Halpin, III
Title: Senior Vice President and
Chief Financial Officer

US SALT, LLC,
as Grantor


By: 
Name: Robert T. Halpin, III
Title: Senior Vice President and
Chief Financial Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 005634 FRAME: 0387

Accepted and Agreed to:

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Collateral Agent

By: 
Name: Andrew Ostrov
Title: Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Intellectual Property

Schedule A:

Patents: N/A

Schedule B:

Trademarks

| <u>Debtor/Grantor</u> | <u>Title</u> | <u>Filing Date/Issued Date</u> | <u>Status</u> | <u>Application/ Registration No.</u> |
|---------------------------------------|------------------------------------|--------------------------------|---------------|---|
| Crestwood Midstream Partners LP | Crestwood Midstream Partners LP | August 9, 2011 | Registered | U.S. Trademark Registration No. 4,008,890 |
| US Salt, LLC | RESINGARD | January 16, 1985 | Registered | U.S. Trademark Registration No. 1,375,352 |
| US Salt, LLC | TNA-5 | September 9, 2009 | Registered | U.S. Trademark Registration No. 3,872,205 |
| US Salt, LLC | TX-10 | December 8, 1967 | Registered | U.S. Trademark Registration No. 0,901,665 |

Schedule C:

Copyrights: N/A