

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371896

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TransMontaigne LLC		01/31/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	TransMontaigne GP L.L.C.		
Street Address:	6120 South Yale Ave., Suite 805		
Internal Address:	c/o NGL Energy Partners LP		
City:	Tulsa		
State/Country:	OKLAHOMA		
Postal Code:	74136		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2424751	TM	
Registration Number:	2434769	TRANSMONTAIGNE	
Registration Number:	3783938	TM	
Registration Number:	3904107	TRANSMONTAIGNE	
CORRESPONDENCE DATA			
Fax Number:	4155911400		
<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:	415-591-1000		
Email:	trademarksSF@winston.com		
Correspondent Name:	Winston & Strawn LLP - Becky L. Troutman		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	012700.00033		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/		
DATE SIGNED:	02/03/2016		

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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”), is entered into as of January 31, 2016 by and between TransMontaigne LLC, a Delaware limited liability company (“**Assignor**”) and TransMontaigne GP L.L.C., a Delaware limited liability company (the “**Assignee**”).

WHEREAS, this Assignment is being executed and delivered in connection with that certain Purchase Agreement dated as of January 7, 2016 (the “**Purchase Agreement**”), pursuant to which, among other things, Gulf TLP Holdings, LLC, a Delaware limited liability company (“**Buyer**”), has agreed to purchase from TransMontaigne Services LLC, a Delaware limited liability company (“**Seller**”), and Seller has agreed to sell to Buyer, all of the issued and outstanding membership interests of Assignee, upon the terms and conditions set forth therein.

WHEREAS, in connection with the Purchase Agreement, Seller has agreed to cause Assignor to transfer to Assignee certain Intellectual Property Rights, including intellectual property rights associated with the trademarks and service marks identified on the attached Schedule A (the “**Assigned Trademarks**”), effective as of the Effective Date.

WHEREAS, in accordance with the Purchase Agreement, Assignor desires to assign and Assignee desires to acquire the Assigned Trademarks, including all goodwill associated therewith and symbolized thereby.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Assignment. Assignor does hereby irrevocably sell, assign, convey, transfer and deliver to Assignee, its successors and assigns: (a) all of Assignor’s worldwide right, title and interest in and to the Assigned Trademarks, including, without limitation, any registrations, applications, renewals and extensions therefor, together with the ongoing and existing business of Assignor to which the Assigned Trademarks pertain and the goodwill associated with the Assigned Trademarks and symbolized thereby, effective as of the Effective Date; and (b) all other rights accruing thereunder or pertaining thereto in any jurisdiction throughout the world for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors and assigns, as full and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including: (i) claims, causes of actions and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement, misappropriation, dilution, conflict with or other violation of any of the foregoing, and all income, royalties or payments due or payable as of the Effective Date or thereafter in respect of any of the foregoing; and (ii) rights to apply in any or all countries of the world for trademark protection for the Assigned Trademarks, in each case, effective as of the Effective Date.

3. Recordation. Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks and any other applicable governmental authority or registrar to record and register Assignee as the owner of the Assigned Trademarks, and to issue any and all Assigned Trademarks to Assignee, as assignee of all of Assignor's right, title and interest in and to the Assigned Trademarks. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect ownership of the Assigned Trademarks.

4. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms and conditions of the Purchase Agreement, all of which shall survive the delivery of this Assignment to the extent provided in the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms and conditions of the Purchase Agreement, the Purchase Agreement will govern.

5. Further Assurances. Assignor shall provide Assignee, its successors and assigns with all such assistance as it may reasonably request to confirm or for the full utilization of the rights granted in Section 2, above, including, without limitation, upon request by Assignee to execute any further documents or instruments necessary or desirable to confirm, record or otherwise carry out the purposes or intent of this Assignment Agreement. Assignor acknowledges and agrees that Assignee or any of its Affiliates may record and perfect this Assignment or such documentation in any jurisdiction throughout the world, and Assignor shall cooperate therewith, at Assignee's expense.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Assignment as of the date first above written.

ASSIGNOR:

TRANSMONTAIGNE LLC

By: Atanas H. Atanasov
Name: Atanas H. Atanasov
Title: Vice President

[Signature Page to Trademark Assignment]

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TRADEMARK
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ASSIGNEE:

TRANSMONTAIGNE GP L.L.C.

By: Atanas H. Atanasov
Name: Atanas H. Atanasov
Title: Vice President

[Signature Page to Trademark Assignment]

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TRADEMARK
REEL: 005723 FRAME: 0961

SCHEDULE A

Assigned Trademarks

Country	Mark	Registration Number	Registration Date	Serial Number	Filing Date
Canada	TRANSMONTAIGNE	-	-	1566139	02/27/2012
Canada	(TM Design)	-	-	1566141	02/27/2012
Canada	(TM Design)	-	-	1566147	02/27/2012
U.S.	TM	2424751	01/30/2001	75767826	08/04/1999
U.S.	TRANSMONTAIGNE	2434769	03/13/2001	75771491	08/02/1999
U.S.	TM	3783938	05/04/2010	77822374	09/09/2009
U.S.	TRANSMONTAIGNE	3904107	01/11/2011	85049586	05/27/2010

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