

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375575

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Interest Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, N.A., as the prior agent under the Trademark Security Agreement, dated as of August 4, 2014		03/03/2016	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as the successor administrative agent		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4068920	SOUTHCROSS ENERGY	
Registration Number:	4068921	SOUTHCROSS ENERGY	
CORRESPONDENCE DATA			
Fax Number:	2128366337		
<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:	212-836-7319		
Email:	paul.somelofske@kayescholer.com		
Correspondent Name:	Paul J. Somelofske c/o Kaye Scholer LLP		
Address Line 1:	250 West 55th Street		
Address Line 2:	Room 1119		
Address Line 4:	New York, NEW YORK 10019-9710		
ATTORNEY DOCKET NUMBER:	66509-0024-05948		
NAME OF SUBMITTER:	Paul J. Somelofske		
SIGNATURE:	/Paul J. Somelofske/		

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DATE SIGNED:	03/04/2016
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Total Attachments: 6

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- source=Southcross (Trademark Assignment) (2014) EXECUTED#page2.tif
- source=Southcross (Trademark Assignment) (2014) EXECUTED#page3.tif
- source=Southcross (Trademark Assignment) (2014) EXECUTED#page4.tif
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**TRADEMARK SECURITY INTEREST ASSIGNMENT
AGREEMENT**

THIS TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of this 3rd day of March, 2016, by WELLS FARGO BANK, N.A., a national banking association ("Wells"), as the prior agent under the TSA (as defined below) and prior administrative agent under the Collateral Agreement (as defined below) (in such capacity, "Assignor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as the successor administrative agent (in such capacity, "Assignee").

W I T N E S S E T H

WHEREAS, Assignor is party to the Term Loan Guaranty and Collateral Agreement, dated as of August 4, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), made by Southcross Energy Partners, L.P. ("SEP"), Southcross Energy Operating, LLC ("SEO") and each of the other Grantors party thereto in favor of Assignor;

WHEREAS, pursuant to (i) the Trademark Security Agreement, dated as of August 4, 2014 (the "TSA"), made by SEO in favor of the Assignor, which was recorded with the United States Patent and Trademark Office on February 24, 2016 on Reel 5738 / Frame 0723 and (ii) the Collateral Agreement, SEO has granted to Assignor a security interest in, and lien on, all of its right, title and interest in and to the Collateral (as defined in the TSA) including, without limitation, the trademarks and trademark applications described on Schedule I annexed hereto and made a part hereof ;

WHEREAS, effective as of March 3, 2016, Assignor resigned as administrative agent under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement);

WHEREAS, pursuant to that certain Successor Agent Agreement, dated as of March 3, 2016, among Assignor, Assignee and SEP, Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Wells as administrative agent under the Credit Agreement and the other Loan Documents (including, without limitation, under the Collateral Agreement and the TSA); and

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest under the Collateral Agreement and the TSA, including, without limitation, Assignor's security interest in, and lien on, the Collateral.

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

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Collateral Agreement.

2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all of its right, title and interest in and to the Collateral Agreement and the TSA, including, without limitation, its security interest in, and lien on, the Collateral, and Assignee does hereby accept and assume all of such right, title, interest, security interests and liens.

3. Acknowledgment of SEO. SEO hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Credit Agreement) and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.


5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

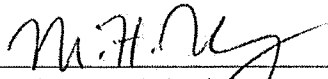
AGREEMENT ASSIGNOR:

WELLS FARGO BANK, N.A., as the prior agent under the TSA and prior administrative agent under the Collateral Agreement

By: 
Name: Trent Brendon
Title: Senior Vice President


AGREEMENT ASSIGNEE:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, as the successor administrative
agent

By: 
Name: Meghan H. McCauley
Title: Assistant Vice President


ACKNOWLEDGED AND AGREED:

SOUTHCROSS ENERGY OPERATING, LLC

By: 
Name: Bret Allan
Title: SVP & CFO

SCHEDULE I
TO
TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT

U.S. Trademarks 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
	76/699,299	09/01/2009	4068921	12/13/2011