

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386037

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DCP Midstream, LLC		05/27/2016	Limited Liability Company: DELAWARE
DCP Midstream, LP		05/27/2016	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Mizuho Bank, Ltd.		
Street Address:	1800 Plaza Ten		
Internal Address:	Harborside Financial Center		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07311-4098		
Entity Type:	Corporation: JAPAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3502274	DCP MIDSTREAM	
Registration Number:	3505878	DCP MIDSTREAM	
Registration Number:	1933058	FITS	
CORRESPONDENCE DATA			
Fax Number:	2142207716		
<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:	214-661-7324		
Email:	sbertino@velaw.com		
Correspondent Name:	Shannon Bertino		
Address Line 1:	2001 Ross Avenue, Suite 3700		
Address Line 2:	c/o Vinson & Elkins LLP		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Shannon Bertino		
SIGNATURE:	/Shannon Bertino/		
DATE SIGNED:	05/31/2016		

OP \$90.00 3502274

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated May 27, 2016, is made by DCP MIDSTREAM, LLC., a Delaware limited liability company, and by DCP MIDSTREAM, LP, a Delaware limited partnership, each located at 370 17th Street, Suite 2500, Denver, Colorado 80202 (collectively, the "Grantors" and each individually, a "Grantor"), in favor of MIZUHO BANK, LTD., located at Harborside Financial Center, 1800 Plaza Ten, Jersey City, New Jersey 07311-4098, Attention of Maria Sherry, as administrative agent for the Secured Parties (in such capacity, together with any successors and permitted assigns, "Administrative Agent"). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Security Agreement (as hereinafter defined).

WHEREAS, each Grantor is the applicant or registrant for the trademarks and service marks listed on the annexed Schedule 1 hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, each Grantor has entered into that certain Pledge and Security Agreement dated as of the date hereof among the grantors signatory thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor has pledged to the Administrative Agent, and granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, the Trademarks, all other trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, all other service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all renewals thereof (the "Collateral");

NOW, THEREFORE, in consideration of the premises and agreements made herein and in the Security Agreement, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor hereby pledges to the Administrative Agent, and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in the Collateral.

Each party hereto does hereby further acknowledge and affirm that the rights and remedies of the parties hereto with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein. In the event any of the provisions of this Agreement conflict with the Security Agreement, the provisions of the Security Agreement shall control.

This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York.

Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the United States District Court of the Southern District of New York, and of the Supreme Court of the State of New York sitting in New York county and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, or for recognition or enforcement of any judgment, and each party hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York state court or, to the extent permitted by Applicable Law, such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Applicable Law. Nothing in this Agreement shall affect any right that any party may otherwise have to bring any action or proceeding relating to this Agreement against any other party or its properties in the courts of any jurisdiction.


The Grantors authorize the Secured Parties to record this Agreement with the United States Patent and Trademark Office.

[Signature Pages Follow]


IN WITNESS WHEREOF, Grantors and the Administrative Agent have executed this Agreement as of the date first above written.

GRANTORS:

DCP MIDSTREAM, LLC


By: _____
Name: Sean P. O'Brien
Title: Group Vice President and Chief Financial Officer


DCP MIDSTREAM, LP


By: _____
Name: Sean P. O'Brien
Title: Group Vice President and Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT -- DCP MIDSTREAM, LLC]

TRADEMARK
REEL: 005803 FRAME: 0159

MIZUHO BANK, LTD., as Administrative Agent




By:

Name: Leon Mo

Title: Authorized Signatory

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

Trademarks

Mark	Registration No.	Registration Date	Owner	Jurisdiction
"DCP Midstream" (trademark of name)	3,502,274	September 16, 2008	DCP Midstream, LLC	United States
 (trademark of logo)	3,505,878	September 23, 2008	DCP Midstream, LLC	United States
"FITS" (service mark)	1,933,058	November 7, 1995	DCP Midstream, LP	United States