

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448548

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blueknight Energy Partners, L.P.		10/23/2017	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1525 West W,T, Harris Blvd		
Internal Address:	1st Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262-8522		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4242329	BLUEKNIGHT ENERGY PARTNERS	
Registration Number:	4102826		
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:	2146617324		
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		
ATTORNEY DOCKET NUMBER:	WEL554/13007		
NAME OF SUBMITTER:	Shannon Bertino		
SIGNATURE:	/Shannon Bertino/		
DATE SIGNED:	10/25/2017		
Total Attachments: 5			
source=Trademark Security Agmt - BKEP-WF 2nd AR Credit Agmt (Oct 2017) Executed#page1.tif			

OP \$65.00 4242329

source=Trademark Security Agmt - BKEP-WF 2nd AR Credit Agmt (Oct 2017) Executed#page2.tif

source=Trademark Security Agmt - BKEP-WF 2nd AR Credit Agmt (Oct 2017) Executed#page3.tif

source=Trademark Security Agmt - BKEP-WF 2nd AR Credit Agmt (Oct 2017) Executed#page4.tif

source=Trademark Security Agmt - BKEP-WF 2nd AR Credit Agmt (Oct 2017) Executed#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of October 23, 2017, is entered into between BLUEKNIGHT ENERGY PARTNERS, L.P., a Delaware limited partnership (“**Grantor**”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent (the “**Administrative Agent**”) for the Lenders.

Capitalized terms not otherwise defined herein have the meanings set forth in that certain Second Amended and Restated Guarantee and Collateral Agreement dated as of May 11, 2017, by Grantor and certain subsidiaries of Grantor in favor of the Administrative Agent (as such agreement may be amended, restated, modified, supplemented or modified from time to time, the “**Guarantee and Collateral Agreement**”).

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor is required to grant a security interest to the Administrative Agent, for the benefit of the Secured Parties, in all of Grantor’s Trademarks, all registrations and recordings thereof and applications (other than “intent to use” applications until a verified statement of use or allegation of use is filed and accepted by the United States Patent and Trademark Office with respect to such applications) in connection therewith, whether registered or unregistered, now owned or hereafter acquired, including the Trademarks listed on Schedule 1 hereto (collectively, the “**Secured Trademarks**”).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Administrative Agent hereby agree as follows:

1. Grant of Security Interest.

(a) Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under all the Secured Trademarks, including all reissues, extensions or renewals thereof and all goodwill associated with or symbolized by any of the foregoing.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Guarantee and Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall control.

2. Termination of Security Interest.

Upon the Release Date, the Secured Trademarks shall be released from the liens created hereby, and this Agreement and all obligations of the Administrative Agent and Grantor

shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Secured Trademarks shall revert to Grantor. The Administrative Agent shall, at Grantor's sole cost and expense following any such termination, promptly take such actions (including execution of releases, termination statements and other discharges) as may be necessary or proper to terminate the security interests created hereby.

3. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived or terminated except in accordance with Sections 9.1, 9.14 and 9.15 of the Guarantee and Collateral Agreement. Notwithstanding the foregoing, the Administrative Agent may modify this Agreement, after obtaining Grantor's prior written approval of or signature to such modification, by amending Schedule 1 hereto to include reference to any right, title or interest in any Trademarks currently owned by Grantor or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

4. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA.

5. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Administrative Agent and Grantor and their respective successors and permitted assigns. Grantor shall not, without the prior written consent of the Administrative Agent given in accordance with the Guarantee and Collateral Agreement, assign any right, duty or obligation hereunder.

6. Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on separate 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 instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication (including via email or PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

BLUEKNIGHT ENERGY PARTNERS, L.P.


By: Blueknight Energy Partners G.P., L.L.C., its
general partner

By:  _____

Name: Alex C. Sellings

Title: Chief Financial Officer and Corporate
Secretary

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as the Administrative Agent**

By: 
Name: David Brooks
Title: Director

TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number
Blueknight Energy Partners, L.P.	BLUEKNIGHT ENERGY PARTNERS	11/13/2012	4242329
Blueknight Energy Partners, L.P.	DESIGN MARK (Horse Head)	2/21/2012	4102826