

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451978

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		11/21/2017	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Andeavor Midstream Partners LP (f/k/a QEP Midstream Partners, LP)		
Street Address:	19100 Ridgewood Parkway		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78259		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86028446	QEPM	
Serial Number:	86028437	QEPM QEP MIDSTREAM PARTNERS, LP	
CORRESPONDENCE DATA			
Fax Number:	2122919868		
<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:	212-558-4229		
Email:	demarcor@sullcrom.com, nguyenb@sullcrom.com		
Correspondent Name:	Raffaele A. DeMarco		
Address Line 1:	125 Broad Street		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	New York, NEW YORK 10004-2498		
NAME OF SUBMITTER:	Raffaele A. DeMarco		
SIGNATURE:	/Raffaele A. DeMarco/		
DATE SIGNED:	11/22/2017		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE dated as of November 21, 2017 (this "Release"), is made by Bank of America, N.A., as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent") in connection with the Third Amended and Restated Credit Agreement dated as of January 29, 2016, among Andeavor Logistics LP (f/k/a Tesoro Logistics LP), a Delaware limited partnership (the "Borrower"), the lenders party thereto, and Bank of America, N.A., as administrative agent (in such capacity, the "Revolving Credit Administrative Agent") (as amended or modified from time to time, the "Revolving Credit Agreement"), and the Drop Down Credit Agreement dated as of January 29, 2016, among the Borrower, the lenders party thereto and Bank of America, N.A., as administrative agent (in such capacity, the "Drop Down Administrative Agent") (as amended or modified from time to time, the "Drop Down Credit Agreement" and the Revolving Credit Agreement and Drop Down Credit Agreement, collectively, the "Credit Agreements").

WHEREAS, the Borrower, the other Loan Parties party thereto, the Collateral Agent, the Revolving Credit Administrative Agent and the Drop Down Administrative Agent are parties to that certain Collateral Agency and Intercreditor Agreement dated as of January 29, 2016, (the "Intercreditor Agreement"), and that certain Second Amended and Restated Security Agreement dated as of January 29, 2016, as supplemented by that certain Supplement No. 1 dated as of October 14, 2016 (as supplemented or otherwise modified, the "Security Agreement") in favor of the Collateral Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the Credit Agreements and Security Agreement, Andeavor Midstream Partners LP (f/k/a QEP Midstream Partners, LP), a Delaware limited partnership (the "Debtor"), in order to secure the payment, performance and observance of the Secured Obligations, granted to the Collateral Agent a security interest in all right, title and interest of the Debtor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, then existing or thereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether then or thereafter owned or licensable by Debtor, and all reissues, extensions or renewals thereof, all Trademark Licenses (as defined in the Security Agreement) and all proceeds thereof, including, without limitation, any claims by the Debtor against third parties for infringement thereof (collectively, the "Collateral"), including but not limited to the Trademarks listed on attached Exhibit A, which security interest was recorded pursuant to (a) that certain Trademark Security Agreement Supplement dated as of January 27, 2015, in the records of the United States Patent and Trademark Office at Trademark Reel 5447, Frame 0956, on January 28, 2015, and (b) that certain Amended and Restated Trademark Security Agreement Supplement dated as of January 29, 2016, in the records of the United States Patent and Trademark Office at Trademark Reel 5733, Frame 0839, on February 17, 2016.

WHEREAS, the Collateral Agent has agreed to: (i) release all of its security interest covering the Collateral; (ii) restore all right, title and interest in and to the Collateral to the Debtor; and (iii) dissolve any and all liens and encumbrances respecting the Collateral under the Security Agreement or otherwise.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent does hereby release and terminate in its entirety its security interest in, and discharges, quit claims and relinquishes unto the Debtor (in each case without recourse and without any representation or warranty) any and all right, title and interest it has in and to, the Collateral.

The Debtor's address is 19100 Ridgewood Parkway, San Antonio, Texas 78259.

The Secured Party's address is 900 W Trade St, 6th FL, NC1-026-06-03, Charlotte, North Carolina 28255.

The Collateral Agent authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government officer or relevant governmental authority record this Release of Security Interest in Trademarks.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

BANK OF AMERICA, N.A.,
as Collateral Agent

A handwritten signature in cursive script that reads "Darleen R DiGrazia".

By:
Name: Darleen R DiGrazia
Title: Vice President

EXHIBIT A

Trademark	Application or Registration Date	Application Serial No. or Registration No.
QEPM (Stylized Design)	August 5, 2013	86/028,446
QEPM QEP MIDSTREAM PARTNERS, LP (Stylized Design)	August 5, 2013	86/028,437