

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM539850

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NGL Energy Partners LP		09/06/2019	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DEUTSCHE BANK TRUST COMPANY AMERICAS		
<b>Street Address:</b>	60 WALL STREET		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4119647	NGL ENERGY PARTNERS LP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127158000		
<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>			
<b>Phone:</b>	212-715-9584		
<b>Email:</b>	KLTrademark@kramerlevin.com		
<b>Correspondent Name:</b>	KRAMER LEVIN NAFTALIS & FRANKEL LLP		
<b>Address Line 1:</b>	1177 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>NAME OF SUBMITTER:</b>	Jaclyn P. Ionin		
<b>SIGNATURE:</b>	/s/ Jaclyn P. Ionin		
<b>DATE SIGNED:</b>	09/06/2019		
<b>Total Attachments: 7</b>			
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## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated September 6, 2019, is made by NGL Energy Partners LP, a Delaware limited partnership (the “Assignor”) in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent for the Secured Parties (in such capacity, together with any permitted successors and assigns, the “Assignee”). 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, the Assignor is the applicant or registrant for the Trademarks (as defined below) listed on the annexed Schedule I hereto, which Trademarks are registered or applied for in the United States Patent and Trademark Office;

WHEREAS, the Assignor has entered into (a) a Trademark Security Agreement dated as of March 22, 2017 (the “Trademark Security Agreement”) and (b) an Amended and Restated Pledge and Security Agreement, dated as of February 14, 2017, among the Assignor, the other grantors signatory thereto, and the Assignee (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, as collateral security for all of the Secured Obligations, the Assignor has pledged, assigned and granted to the Assignee, for the benefit of the Secured Parties, a continuing security interest in all of the Assignor’s right, title and interest, whether now or hereafter existing or acquired by the Assignor, in, to and under all the Collateral, including the Trademark Collateral (as defined below); and

WHEREAS, the Assignor and the Assignee have agreed to amend and restate the Trademark Security Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and in furtherance and as confirmation of the security interest granted by the Assignor pursuant to the Security Agreement, as collateral security for all of the Secured Obligations, the Trademark Security Agreement is hereby amended and restated in its entirety and replaced by this Agreement with effect from the date hereof and the Assignor hereby ratifies such security interest and hereby pledges, assigns and grants to the Assignee, for its benefit and the benefit of the Secured Parties, a continuing security interest in, to and under the following:

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the PTO and corresponding offices in other countries of the world, and all common law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively, “Trademarks”), including the Trademarks identified in Schedule I attached hereto;

(b) all Trademark licenses and other agreements for the grant by or to the Assignor of any right to use any Trademark (each, a “Trademark License”);

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include Excluded Assets.

This Agreement has been executed and delivered by the Assignor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the benefit of the Secured Parties under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms. The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Trademark 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 of any conflict between this Agreement and the Security Agreement, the Security Agreement shall control.

This Agreement is a Transaction Document executed pursuant to the Security Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(Signature Pages Follow)

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

NGL ENERGY PARTNERS LP, as Assignor

By: NGL Energy Holdings LLC, its general partner

By: \_\_\_\_\_

Name: Robert "Trey" Karlovich III

Title: Chief Financial Officer and  
Executive Vice President

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,  
as Collateral Agent

BY: DEUTSCHE BANK NATIONAL TRUST  
COMPANY

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Security Agreement]

**SCHEDULE I TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

<b><u>No.</u></b>	<b><u>Owner</u></b>	<b><u>Trademark</u></b>	<b><u>Number</u></b>	<b><u>Property Covered</u></b>	<b><u>Date Registered</u></b>	<b><u>Country of Registration</u></b>
1.	NGL Energy Partners LP	NGL ENERGY PARTNERS LP	4,119,647	Natural Gas Liquids	3/27/2012	USA

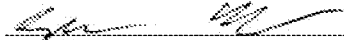





Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,  
as Collateral Agent

BY: DEUTSCHE BANK NATIONAL TRUST  
COMPANY

By:   
Name: Shaj Bandner  
Title: Director

By:   
Name: Rodrigo Torres  
Title: Vice President

[Signature Page to Trademark Security Agreement]