

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM561134

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TexStar Midstream Logistics LP		10/31/2019	Limited Partnership: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TexStar Midstream LLC		
<b>Street Address:</b>	2915 W. Bitters Rd., Suite 112		
<b>City:</b>	San Antonio		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78248		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4387335	TEXSTAR MIDSTREAM SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5128538801		
<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>	512-853-8800		
<b>Email:</b>	dkgpto@intprop.com		
<b>Correspondent Name:</b>	Dwayne K. Goetzel		
<b>Address Line 1:</b>	P.O. Box 398		
<b>Address Line 4:</b>	Austin, TEXAS 78767-0398		
<b>NAME OF SUBMITTER:</b>	Dwayne K. Goetzel		
<b>SIGNATURE:</b>	/Dwayne K. Goetzel/		
<b>DATE SIGNED:</b>	02/07/2020		
<b>Total Attachments: 2</b>			
source=Executed Trademark Assignment#page1.tif			
source=Executed Trademark Assignment#page2.tif			

CH \$40.00 4387335

## **Trademark Assignment Agreement**

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement"), effective as of the 31<sup>st</sup> day of October 2019 (the "Effective Date"), is by and between TexStar Midstream Logistics LP and TexStar Midstream Logistics GP, its sole general partner (collectively, "ASSIGNOR"), and TexStar Midstream LLC ("ASSIGNEE").

### **I. BACKGROUND**

**A.** ASSIGNOR is the owner of the following trademark and/or service mark, and any and all trade dress associated therewith (collectively, the "Mark"), together with the goodwill of the business symbolized thereby in connection with the goods and services on which, or in conjunction with which, the Mark is used (the "Products/Services"):

TEXSTAR MIDSTREAM SERVICES (word mark), U.S. Reg. No. 4387335.

**B.** ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its worldwide right, title, and interest in and to the Mark.

NOW, THEREFORE, ASSIGNOR and ASSIGNEE, in consideration of the mutual agreements herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

### **II. AGREEMENT**

**A.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR's worldwide right, title, and interest in and to the Mark, together with (1) the goodwill of the business relating to the Products/Services upon which the Mark is used, or in conjunction with which the Mark is used, and for which it is registered or for which application has been filed; (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Mark, including but not limited to payments for past or future infringements and misappropriations of the Mark; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Mark.

**B.** ASSIGNOR further conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all rights in the trade dress, labels, logos, designs and domain names associated with the Mark.

**C.** ASSIGNOR further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE the full right, title, and interest in the Mark.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement, as of the Effective Date set forth above.

**Assignor:**

**TexStar Midstream Logistics, LP**

  
Signature

David Ash  
Printed Name

President  
Title

**Assignee:**

**TexStar Midstream LLC**


  
Signature

Wayne L. Ziegler  
Printed Name

CEO  
Title

**Assignor:**

**TexStar Midstream Logistics, GP**

  
Signature

David Ash  
Printed Name

President  
Title