

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561193

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Southcross Energy Operating, LLC		01/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 S Sixth St		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4068920	SOUTHCROSS ENERGY	
Registration Number:	4068921	SOUTHCROSS ENERGY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Matthew S. Makover		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	126104.01		
NAME OF SUBMITTER:	Matthew S. Makover		
SIGNATURE:	/Matthew S. Makover/		
DATE SIGNED:	02/07/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 31, 2020, is made by Southcross Energy Operating, LLC, a Delaware limited liability company, located at 1700 Pacific Ave., Suite 2900, Dallas, TX 75201 ("Assignor"), in favor of Wilmington Trust, National Association, a national banking association, with an office located at 50 S. Sixth St., Suite 1290, Minneapolis, MN 55402, as administrative agent for certain lenders (in such capacity, together with any permitted successors and assigns, "Assignee"). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Collateral Agreement (as hereinafter defined) or, if not defined in the Collateral Agreement, in the Credit Agreement referred to in the Collateral Agreement.

WHEREAS, Assignor 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, the Assignor has entered into an Exit Facility Guaranty and Collateral Agreement, dated as of the date hereof, among Assignor and the other grantors signatory thereto, and Assignee (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, as collateral security for all of the Secured Obligations, Assignor has pledged and assigned to Assignee, and granted to Assignee, for the benefit of the Secured Parties a continuing security interest in the Trademarks included in the Collateral, together with the goodwill of the business symbolized by and associated with the Trademarks and the applications and registrations thereof, and all proceeds thereof (the "Trademark Collateral").

NOW, THEREFORE, in consideration of the premises and agreements made herein and in the Collateral Agreement, Assignor hereby pledges, assigns and transfers to the Assignee, and grants to the Assignee, for the ratable benefit of the Secured Parties, a security interest in the Trademark Collateral, 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.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Assignor shall not be deemed to have granted a security interest in, any of Assignor's rights or interests in or under any "intent-to-use" United States trademark applications for which a statement of use has not been filed with the United States Patent and Trademark Office (to the extent that, and solely during the period in which, the grant of a security interest would impair the validity or enforceability of such "intent-to-use" United States trademark application under federal law).

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 Collateral

Agreement, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein. Notwithstanding any of the foregoing, the security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Assignee pursuant to the Collateral Agreement, and the Assignor hereby acknowledges and agrees that the rights and remedies of Assignee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Collateral Agreement. In the event of any conflict or inconsistency between this Agreement and Collateral Agreement (or any portion hereof or thereof), the terms of the Collateral Agreement shall prevail.

Upon full satisfaction of the Secured Obligations and Payment in Full, all rights under this Agreement shall terminate and the Trademark Collateral shall become wholly clear of the security interest evidenced hereby, and upon written request by Assignor such security interest shall be released by Assignee in such form as may be reasonably requested by Assignor and at Assignor's cost; provided, however, that this Agreement shall be reinstated if at any time any payment of any of the obligations under the Loan Documents is rescinded or must otherwise be returned by the Assignee, the Lenders, or any of their respective affiliates or branches on the insolvency, bankruptcy or reorganization of any Loan Party or otherwise, all as though the payment had not been made.


This Agreement may be executed in any number of counterparts and by different parties in 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 agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


[Signature Page Follows]

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

SOUTHCROSS ENERGY OPERATING LLC,
as Assignor

By: 
Name: James W. Swent III
Title: President and CEO

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Assignee:**

By:  _____

Name:

Title:

Nicole Kroll


Assistant Vice President

*[Signature Page to Trademark Security Agreement
Southcross Energy Partners LLC]*

**TRADEMARK
REEL: 006860 FRAME: 0119**

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Trademark Applications

Trademark	U.S. PTO Application No.	Filing Date	U.S. PTO Registration No.	Registration Date
SOUTHCROSS ENERGY	76/699,231	08/31/2009	4068920	12/13/2011
	76/699,299	09/01/2009	4068921	12/13/2011