

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624587

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (ABL)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NGL ENERGY PARTNERS LP		02/04/2021	Limited Partnership: DELAWARE
NGL Energy Operating LLC		02/04/2021	Limited Liability Company: DELAWARE
HEP Shalewater Solutions, LLC		02/04/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 S. Dearborn Street		
Internal Address:	Floor L2, IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4539234	SHALECLEAR	
Registration Number:	4672306	SHALEFLOC	
Registration Number:	4943061	SHALEWATER SOLUTIONS	
Registration Number:	4943062	SHALEWATER	
Registration Number:	4119647	NGL ENERGY PARTNERS LP	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<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:	6502515157		
Email:	jmull@stblaw.com		
Correspondent Name:	Samuel Watters		
Address Line 1:	2475 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		

CH \$140.00 4539234

ATTORNEY DOCKET NUMBER:	509265/2323
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	02/04/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) dated February 4, 2021, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of JPMorgan (as defined below), as collateral agent (the “**Collateral Agent**”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement or in the Security Agreement.

WHEREAS, NGL ENERGY OPERATING LLC (the “**Company**”), as borrower, NGL ENERGY PARTNERS LP (the “**Parent**”), as parent, the Lenders and Issuing Lenders party thereto and JPMorgan Chase Bank, N.A. (“**JPMorgan**”), as Administrative Agent and Collateral Agent, have entered into the Credit Agreement dated as of February 4, 2021 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which the Lenders have severally agreed to extend credit to the Company;

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Pledge and Security Agreement dated as of February 4, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in order to induce the Lenders to extend credit to the Company in accordance with the terms of the Credit Agreement; and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office (“**USPTO**”) and the Canadian Intellectual Property Office (“**CIPO**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “**Collateral**”): each Grantor’s registered Trademarks and Trademarks for which applications are pending in the USPTO or CIPO, including those set forth in Schedule A hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise), in full, of its Obligations.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the USPTO and CIPO. Each Grantor hereby authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Section 12.8(b) of the Credit Agreement is hereby incorporated by reference mutatis mutandis, as if stated verbatim herein as agreements and obligations of each Grantor.

SECTION 5. **Grants, Rights and Remedies.** This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. **Governing Law.** This Trademark Security Agreement and the rights and obligations of the parties under this Trademark Security agreement shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of New York.

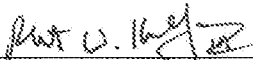
SECTION 7. **Severability.** In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

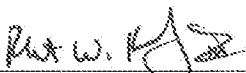
IN WITNESS WHEREOF, each Grantor as caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

NGL ENERGY PARTNERS LP, as Grantor

By: NGL ENERGY HOLDINGS LLC, its General Partner

By: 
Name: Robert W. Karlovich III
Title: Chief Financial Officer

NGL ENERGY OPERATING LLC, as Grantor

By: 
Name: Robert W. Karlovich III
Title: Chief Financial Officer

[Signature page to NGL Trademark Security Agreement]

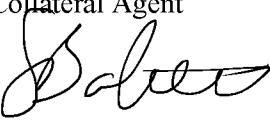
HEP SHALEWATER SOLUTIONS, LLC, as Grantor

By: Rox W. Karlovich III
Name: Robert W. Karlovich III
Title: Chief Financial Officer

[Signature page to NGL Trademark Security Agreement]

TRADEMARK
REEL: 007181 FRAME: 0170

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 

Name: Stephanie Balette
Title: Authorized Officer

[Signature page to NGL Trademark Security Agreement]

TRADEMARK
REEL: 007181 FRAME: 0171

SCHEDULE A**U.S. Trademarks**

Mark	Reg. No.	Serial No.	Owner
SHALECLEAR	4,539,234	85847713	HEP Shalewater Solutions, LLC
SHALEFLOC	4,672,306	85847688	HEP Shalewater Solutions, LLC
SHALEWATER SOLUTIONS	4,943,061	86199843	HEP Shalewater Solutions, LLC
SHALEWATER	4,943,062	86199852	HEP Shalewater Solutions, LLC
NGL ENERGY PARTNERS LP	4,119,647	85299761	NGL Energy Partners LP (Composed of NGL Energy Holdings LLC)

Canadian Trademarks

None.