

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638539

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WESTERN GAS INTERSTATE COMPANY		03/25/2021	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	1445 Ross Avenue, 45th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2150623	WGI	
CORRESPONDENCE DATA			
Fax Number:	8043447999		
<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:	8047888331		
Email:	HWITM@HuntonAK.com		
Correspondent Name:	Stephen Demm, Hunton Andrews Kurth LLP		
Address Line 1:	951 East Byrd Street		
Address Line 2:	Riverfront Plaza, East Tower		
Address Line 4:	Richmond, VIRGINIA 23219		
ATTORNEY DOCKET NUMBER:	042575.0100053		
NAME OF SUBMITTER:	Stephen P. Demm		
SIGNATURE:	/Stephen P. Demm/		
DATE SIGNED:	04/12/2021		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

WHEREAS, WESTERN GAS INTERSTATE COMPANY, a Texas corporation ("Grantor"), owns the trademarks, trademark registrations and trademark applications listed on Schedule 1 annexed hereto and incorporated herein by reference, and is a party to the trademark licenses (as defined below) listed on Schedule 1 annexed hereto and incorporated herein by reference; and

WHEREAS, pursuant to the terms of the Second Amended and Restated Pledge and Security Agreement dated as of August 28, 2018, as amended (as such agreement has been amended and may be further amended and in effect from time to time, the "Security Agreement"), among Grantor and various subsidiaries and/or affiliated entities of Grantor (as debtors) and Wells Fargo Bank, National Association, as administrative agent and collateral agent for certain lenders and other secured parties (in such capacities, "Secured Party"), Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all products and proceeds thereof, to secure the payment and performance of all Obligations (as such term is defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

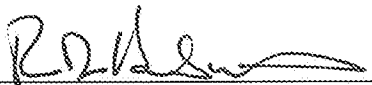
- (1) each trademark, trademark registration and trademark application, together with any reissues, continuations, renewals or extensions thereof, including, without limitation, the trademarks, trademark registrations and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;
- (2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each trademark license referred to in Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration, including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer effective as of the 25th day of March, 2021.

GRANTOR:

WESTERN GAS INTERSTATE COMPANY

By: 
Name: Richard D. Hatchett
Title: President

Acknowledged:

SECURED PARTY:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent and Collateral Agent under the
Security Agreement

By: Emily Board
Name: Emily Williamson Board
Title: Vice President

Schedule 1
to
Trademark Security Agreement

A. Registered United States Trademarks

Trademark	Registration Number	Owner
WGI & Design filed on March 4, 1997	2,150,623	Western Gas Interstate Company

B. Pending United States Trademark Applications

Trademark	Application Number	Owner
N/A	N/A	N/A

C. Trademark Licenses

N/A