

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM741072

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY INTEREST AGENT AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association, as Collateral Agent		07/13/2022	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	U.S. Bank Trust Company, National Association, as Collateral Agent		
Street Address:	13737 Noel Rd, Suite 800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
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:			
<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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1738811		
NAME OF SUBMITTER:	Jeffrey M. Negrón		
SIGNATURE:	/Jeffrey M. Negrón/		

OP \$140.00 4539234

DATE SIGNED:	07/14/2022
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Total Attachments: 6

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TRADEMARK SECURITY INTEREST AGENT AGREEMENT

This **TRADEMARK SECURITY INTEREST AGENT AGREEMENT** (this “Agreement”) is entered into as of July 13, 2022, by and between **U.S. BANK NATIONAL ASSOCIATION** in its capacity as the resigning collateral agent (“Resigning Agent”) and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION** in its prospective capacity as the successor collateral agent (“Successor Agent”).

WHEREAS, Resigning Agent is a party to that certain Trademark Security Agreement entered into as of February 4, 2021 with the Grantors (as that term is defined in the Trademark Security Agreement), and such Trademark Security Agreement is recorded at Reel/Frame: 007181/0177;

WHEREAS, pursuant to the Trademark Security Agreement, Resigning Agent was granted, for the benefit of the Secured Parties (as that term is defined in that certain Security Agreement dated February 4, 2021), a continuing first priority security interest in the Grantors’ Trademarks (as that term is defined in the Trademark Security Agreement), including the trademarks listed on Schedule A attached hereto;

WHEREAS, pursuant to that certain Assignment and Assumption Agreement, dated as of January 28, 2022, and that certain Second Supplemental Indenture, dated as of July 13, 2022, Resigning Agent is resigning as Agent and Successor Agent is being appointed as Agent; and

WHEREAS, Resigning Agent desires to assign its rights under the Trademark Security Agreement to Successor Agent.

IN CONSIDERATION of the agreements, provisions and covenants herein contained, the parties hereto hereby agree as follows:

Assignment

(a) Resigning Agent hereby irrevocably assigns and delegates to Successor Agent, effective as of the Effective Time (as that term is defined in the Resignation and Appointment Agent Agreement), all of the rights, benefits, authority, powers, and duties of Resigning Agent under the Trademark Security Agreement (other than those rights that expressly survive the resignation pursuant to the Credit Agreement (as that term is defined in the Resignation and Appointment of Agent Agreement)), including Resigning Agent’s first priority security interest in the Grantors’ Trademarks.

(b) Effective as of the Effective Time, Successor Agent shall succeed to the rights, benefits, authority, powers and duties of the Resigning Agent under the Trademark Security Agreement as if it were the original administrative agent thereunder, and the rights, benefits, powers and duties of the Resigning Agent (other than those rights and benefits that expressly survive the resignation pursuant to the Credit Agreement) under the Trademark Security Agreement shall be terminated.

(c) The Resigning Agent further agrees, at the Borrowers' (as that term is defined in the Resignation and Appointment Agent Agreement), to (i) execute all documents as may be reasonably requested by the Successor Agent to transfer the rights and privileges of the Resigning Agent under the Trademark Security Agreement to the Successor Agent; and (ii) execute and deliver to Successor Agent or Borrowers such additional documents and shall provide such additional information as Successor Agent or Borrowers may reasonably request to carry out the terms of this Agreement.

Acknowledgment of Grantors

The security interest assigned to Assignee as the new collateral agent for the Secured Parties pursuant to this Assignment, has been granted in conjunction with the security interest granted pursuant to the Security Agreement and Trademark Security Agreement, and the Grantors hereby (i) confirm its grant to Assignee of a security interest in, and lien on, the Grantors' Trademarks to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (as that term is defined in the Trademark Security Agreement) and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Grantors' Trademarks are more fully set forth in the Security Agreement and the Trademark Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Miscellaneous

(a) Each of the parties hereto hereby agrees from time to time, promptly upon request of any other party hereto, to take such additional actions and to execute and deliver such additional documents and instruments as such other party may reasonably request to effect the transactions contemplated by, and to carry out the intent of, this Agreement.

(b) Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Agreement) against whom enforcement of such change, waiver, discharge or termination is sought.

(c) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(d) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(e) This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

(f) This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

U.S. BANK NATIONAL ASSOCIATION,
in its capacity as the Resigning Agent

By: 
Name: Michael K. Herberger
Title: Vice President

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,
in its capacity as the Successor Agent

By: 
Name: Michael K. Herberger
Title: Vice President

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.