

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI4588

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NGL Energy Partners LP		02/02/2024	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Company Name:	U.S. Bank Trust Company, National Association		
Street Address:	13737 Noel Road		
Internal Address:	Suite 800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	Other: OREGON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4119647	NGL ENERGY PARTNERS LP	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	2127352811		
Email:	mribando@skadden.com		
Correspondent Name:	MONIQUE L RIBANDO		
Address Line 1:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 2:	One Manhattan West		
Address Line 4:	New York, NEW YORK 10001-8602		
ATTORNEY DOCKET NUMBER:	254370/2		
NAME OF SUBMITTER:	MONIQUE RIBANDO		
SIGNATURE:	MONIQUE RIBANDO		
DATE SIGNED:	02/05/2024		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) dated February 2, 2024, is made by NGL ENERGY PARTNERS LP (the “*Grantor*”) in favor of U.S. Bank (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 Indenture or in the Security Agreement, as applicable.

WHEREAS, NGL ENERGY OPERATING LLC (the “*Company*”), NGL ENERGY FINANCE CORP. (“*Finance Corp.*” and, together with the Company, the “*Issuers*”), NGL ENERGY PARTNERS LP (the “*Parent*”), as parent, the Guarantors and U.S. Bank Trust Company, National Association (“*U.S. Bank*”), as Trustee and Collateral Agent, have entered into the Indenture dated as of February 2, 2024 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “*Indenture*”);

WHEREAS, in connection with the Indenture, the Grantor has entered into the Pledge and Security Agreement dated as of February 2, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has 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, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby assigns and pledges to the Collateral Agent and its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent and its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (the “*Collateral*”): the Grantor’s registered Trademarks and Trademarks for which applications are pending in the USPTO or CIPO, including those set forth in Schedule A hereto, all goodwill associated therewith or symbolized thereby, and all related IP Ancillary Rights.

SECTION 2. Security for Obligations. The assignment, pledge and grant of a security interest in the Collateral by the 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 Grantor for the purpose of recording the assignment, pledge and grant of security interest herein with the USPTO and CIPO. The 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 12.12 of the Indenture is hereby incorporated by reference *mutatis mutandis*, as if stated verbatim herein as agreements and obligations of the Grantor.

SECTION 5. **Grants, Rights and Remedies.** This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the assignment, pledge and 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 hereto 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, the Grantor has 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: BCy

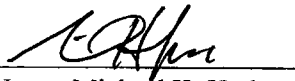
Name: Brad Cooper

Title: Executive Vice President and
Chief Financial Officer

[Signature Page to NGL Trademark Security Agreement (Bond)]

TRADEMARK
REEL: 008338 FRAME: 0151

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Collateral Agent

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

[Signature Page to NGL Trademark Security Agreement (Bond)]

TRADEMARK
REEL: 008338 FRAME: 0152

SCHEDULE A

U.S. Trademarks

Mark	Reg. No.	Serial No.	Owner
NGL ENERGY PARTNERS LP	4,119,647	85299761	NGL Energy Partners LP (Composed of NGL Energy Holdings LLC)

Canadian Trademarks

[None.]