

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI7166

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NGL Energy Partners LP (Composed of NGL Energy Holdings LLC)		02/02/2024	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Toronto Dominion (Texas) LLC, as Administrative Agent and Collateral Agent		
<b>Street Address:</b>	1 Vanderbilt Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4119647	NGL ENERGY PARTNERS LP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<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>			
<b>Phone:</b>	2124552592		
<b>Email:</b>	jmull@stblaw.com		
<b>Correspondent Name:</b>	Courtney Welshimer		
<b>Address Line 1:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	093112/0014		
<b>NAME OF SUBMITTER:</b>	JASON MULL		
<b>SIGNATURE:</b>	JASON MULL		
<b>DATE SIGNED:</b>	02/06/2024		
<b>Total Attachments: 6</b>			
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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 TD (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, as applicable.

**WHEREAS**, NGL ENERGY OPERATING LLC (the “*Company*”), as borrower, NGL ENERGY PARTNERS LP (the “*Parent*”), as parent, the Lenders party thereto and Toronto Dominion (Texas) LLC (“*TD*”), as Administrative Agent and Collateral Agent, have entered into the Credit Agreement dated as of February 2, 2024 (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 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*”) 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 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 10.12 of the Credit Agreement is hereby incorporated by reference *mutatis mutandis*, as if stated verbatim herein as agreements and obligations of the Grantor.

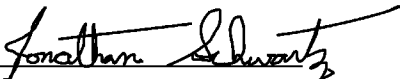
SECTION 5. **Grants, Rights and Remedies.** This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the assignment, pledge and grant of the security interest hereunder to, and the rights 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]


**TORONTO DOMINION (TEXAS) LLC, as**  
Collateral Agent

By:   
Name: Jonathan Schwartz  
Title: Vice President

**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: Bradley P. Cooper  
Title: Chief Financial Officer and  
Executive Vice President

**NGL ENERGY OPERATING LLC, as Grantor**

By: BCooper

Name: Bradley P. Cooper  
Title: Chief Financial Officer and Executive Vice  
President

**SCHEDULE A**

**U.S. Trademarks**

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

**Canadian Trademarks**

None.