

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Crosstex Energy, L.P.		05/01/2009	LIMITED PARTNERSHIP: DELAWARE
Crosstex Energy Services, L.P.		05/01/2009	LIMITED PARTNERSHIP: DELAWARE

**RECEIVING PARTY DATA**

Name:	Bank of America, N.A.
Street Address:	901 Main Street
Internal Address:	66th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3038011	CROSSTEX
Registration Number:	3054054	C
Registration Number:	3383248	DELIVERING SUCCESS
Registration Number:	3383249	DELIVERING SUCCESS
Registration Number:	3396359	DELIVERING SUCCESS

**CORRESPONDENCE DATA**

Fax Number: (214)745-5711  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 214-745-5400  
 Email: amoon@winstead.com  
 Correspondent Name: Winstead PC  
 Address Line 1: 1201 Elm Street

CH \$140.00 3038011

Address Line 2: 5400 Renaissance Tower  
Address Line 4: Dallas, TEXAS 75270

ATTORNEY DOCKET NUMBER:	9766-1368
NAME OF SUBMITTER:	William Allen Moon
Signature:	/William Allen Moon/
Date:	05/18/2009

Total Attachments: 6  
source=Trademark Security Agreement#page1.tif  
source=Trademark Security Agreement#page2.tif  
source=Trademark Security Agreement#page3.tif  
source=Trademark Security Agreement#page4.tif  
source=Trademark Security Agreement#page5.tif  
source=Trademark Security Agreement#page6.tif

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 1, 2009 ("*Trademark Security Agreement*"), by Crosstex Energy, L.P. ("*Company*"), Crosstex Energy Services, L.P. ("*Guarantor*"), and each entity which becomes a party hereto pursuant to the Security Agreements referred to below (the Company together with the Guarantor, each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of BANK OF AMERICA, N.A., a national banking association, in its capacity as Collateral Agent (as defined in the Security Agreements hereinafter defined) for the benefit of itself and the Creditors (as defined in the Security Agreements) as "*Secured Party*."

WITNESSETH:

WHEREAS, under and pursuant to that certain Fourth Amended and Restated Credit Agreement dated as of November 1, 2005, (as such agreement has been and may be modified, amended, supplemented, joined or restated in accordance with its terms, or as replaced in its entirety by a single credit or similar agreement, the "*Credit Agreement*"), by and among the Company, as borrower, Bank of America, N.A., as Collateral Agent and as Administrative Agent (as defined in the Credit Agreement) for the Banks (as defined in the Credit Agreement), and the Banks and other financial institutions from time to time parties thereto ("*Lenders*"), the Lenders have agreed to make available to the Company certain credit facilities; and

WHEREAS, under and pursuant to that certain Amended and Restated Note Purchase Agreement dated as of July 25, 2006 (as such agreement has been and may be further modified, amended, supplemented, joined or restated in accordance with its terms, or as replaced by a single note purchase or similar agreement, the "*Note Agreement*"), by and among the Company, Prudential Investment Management, Inc. and each of the noteholders from time to time parties thereto (the "*Noteholders*"), respectively, the Company has issued the Series A Notes, the Series B Notes, the Series C Notes, the Series D Notes, the Series E Notes, the Series F Notes and the PIK Notes and may issue Additional Notes (each as defined in the Note Agreement).

WHEREAS, the Company is party to that certain Amended and Restated Borrower Security Agreement dated as of November 1, 2005 (as the same may be amended, restated, or otherwise modified from time to time, the "*Borrower Security Agreement*"), by the Company in favor of the Secured Party for the benefit of itself and the Creditors, pursuant to which the Company is required to execute and deliver this Trademark Security Agreement; and

WHEREAS, the Guarantor has guaranteed (i) the Obligations (as defined in the Credit Agreement) of the Company under the Credit Agreement ("*Credit Agreement Obligations*") pursuant to the Second Amended and Restated Subsidiary Guaranty dated as of November 1, 2005, and (ii) the Obligations (as defined in the Note Agreement) of the Company under the Note Agreement ("*Note Agreement Obligations*") pursuant to a Third Amended and Restated Subsidiary Guaranty Agreement, dated as of July 25, 2006; and

WHEREAS, the Guarantor is party to that certain Third Amended and Restated Subsidiary Security Agreement dated as of November 1, 2005 (as the same may be amended, restated, or otherwise modified from time to time, the "*Subsidiary Security Agreement*"; the Subsidiary Security Agreement and the Borrower Security Agreement, collectively, the "*Security Agreements*"), by the Guarantor and the other grantors party thereto in favor of the Secured Party for the benefit of itself and the Creditors, pursuant to which the Guarantor is required to execute and deliver this Trademark Security Agreement; and

NOW, THEREFORE, in consideration of the premises and of the Credit Amendment and the Note Agreement, each Grantor hereby agrees with the Secured Party as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement, the Note Agreement, or the Security Agreements and used herein have the meaning given to them in the Credit Agreement, the Note Agreement, or the Security Agreement, as indicated.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Credit Agreement Obligations and the Note Agreement Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Secured Party for its benefit and the benefit of the Creditors, and grants to the Secured Party for its benefit and the benefit of the Creditors a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "**Trademark Collateral**"):

(a) all of its Trademarks (as defined in the Security Agreements) and trademark licenses to which it is a party, including those referred to on Schedule I hereto (as such Schedule may be amended from time to time by the addition of Trademarks and trademark licenses subsequently created or acquired);

(b) all renewals, reissues, continuations or extensions of the foregoing;

(c) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists and General Intangibles with respect to the foregoing; and

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each trademark license; and

(e) all products and proceeds of the foregoing, including any claim by a Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any trademark license or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any trademark license.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreements and each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreements and the other Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Authorization to Supplement. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Collateral Agent with respect to any such new Trademarks or renewal or extension of any Trademark registration in accordance with the Loan Documents. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral (as defined in the Security Agreements), whether or not listed on Schedule I.

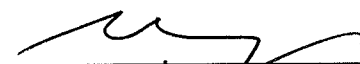
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOLLOWS]**


Executed as of the date first written above.

**GRANTORS:**

CROSSTEX ENERGY, L.P.,  
a Delaware limited partnership

By:   
Name: Michael Karberding  
Title: Sr. VP Finance

CROSSTEX ENERGY SERVICES, L.P.,  
a Delaware limited partnership

By:   
Name: Michael Karberding  
Title: Sr. VP Finance

Accepted and Agreed:  
BANK OF AMERICA, N.A., as Administrative Agent,  
as Secured Party

By: Tyler D. Levings  
Tyler D. Levings  
Senior Vice President

Schedule I  
to  
Trademark Security Agreement  
Trademark/Service Mark Registrations

TRADEMARKS/SERVICE MARKS

<b>Trademark/Service Mark Name</b>	<b>Registration Number</b>	<b>Filing Date</b>
"CROSSTEX"	3,038,011	January 3, 2006
"Logo"	3,054,054	January 31, 2006
"Delivering Success"	3,383,248	February 12, 2008
"Delivering Success"	3,383,249	February 12, 2008
"Delivering Success"	3,396,359	March 11, 2008

Dallas\_1\5342113\3  
9766-1368 5/15/2009

Schedule I to Trademark Security Agreement

RECORDED: 05/18/2009

TRADEMARK  
REEL: 003989 FRAME: 0119