

Form PTO-1594 (Rev. 03-11)  
OMB Collection 0651-0027 (exp. 03/31/2012)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Crestwood Midstream Partners LP (f/k/a Quicksilver Gas Services LP)

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: BNP Paribas, as Collateral Agent

Internal

Address: \_\_\_\_\_

Street Address: 787 Seventh Avenue

City: New York

State: New York

Country: USA Zip: 10019

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_

Other Bank Citizenship France

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance / Execution Date(s) :**

Execution Date(s) March 22, 2012

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

4008890

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

Crestwood Midstream Partners LP

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Angela Amaru c/o Latham & Watkins

Internal Address: \_\_\_\_\_

Street Address: 885 Third Avenue

City: New York

State: New York Zip: 10022

Phone Number: 212-906-1216

Fax Number: 212-751-4864

Email Address: angela.amaru@lw.com

**6. Total number of applications and registrations involved:**

one (1)

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 540.00**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number 501988

Authorized User Name Angela Amaru

**9. Signature:**

Angela M. Amaru  
Signature

3/29/2012

Date

Angela M. Amaru

Name of Person Signing

Total number of pages including cover sheet, attachments, and document

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 501988 400889

*Execution Version*

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated March 22, 2012, is made by the Person listed on the signature pages hereof (the "Grantor") in favor of BNP Paribas, 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 and the Guarantee and Collateral Agreement referred to therein.

WHEREAS, CRESTWOOD MIDSTREAM PARTNERS LP (f/k/a Quicksilver Gas Services LP), a limited partnership organized under the laws of the Delaware (the "Borrower"), the lenders party thereto from time to time (the "Lenders"), BNP Paribas ("BNP"), as Administrative Agent and as Collateral Agent for the Lenders, Merrill, Lynch, Pierce, Fenner & Smith Incorporated (f/k/a Banc of America Securities LLC), BNP Paribas Securities Corp. and RBC Capital Markets, as Joint Lead Arrangers and joint bookrunners, Bank of America, N.A. and Royal Bank of Canada, as Syndication Agents and UBS Securities LLC and The Royal Bank of Scotland PLC, as Co-Documentation Agents, and each other party thereto have entered into the Credit Agreement dated as of October 1, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans, each Issuing Bank to issue Revolving Letters of Credit, the counterparties to the Secured Swap Agreements to enter into the Secured Swap Agreements and the counterparties to the Secured Cash Management Agreements to enter into the Secured Cash Management Agreements, upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the Guarantee and Collateral Agreement dated October 1, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in order to induce the Lenders to make Loans, each Issuing Bank to issue Revolving Letters of Credit, the counterparties to the Secured Swap Agreements to enter into the Secured Swap Agreements and the counterparties to the Secured Cash Management Agreements to enter into the Secured Cash Management Agreements.

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted to the Collateral Agent, for the ratable 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 IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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 grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(a) the United States Patents (as defined in the Guarantee and Collateral Agreement) set forth in Schedule A hereto;

(b) the United States registered Trademarks (as defined in the Guarantee and Collateral Agreement) and Trademarks for which United States applications are pending set forth in Schedule B hereto; and

(c) the United States registrations of Copyrights (as defined in the Guarantee and Collateral Agreement) set forth in Schedule C hereto.

SECTION 2. Recordation. This IP Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. The Grantor does hereby acknowledge and confirm that the 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 Guarantee and Collateral 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 IP Security Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Governing Law. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS IP SECURITY AGREEMENT AND ALL CLAIMS RELATING TO THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW OR TORT LAW, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Severability. In case any one or more of the provisions contained in this IP 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 Guarantee and Collateral 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.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the undersigned has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CRESTWOOD MIDSTREAM PARTNERS  
LP, as Grantor


By: Crestwood Gas Services GP LLC  
its general partner

By: *Kelly J. Jameson*  
Name: Kelly Jameson  
Title: Senior Vice President and  
Secretary

Accepted and Agreed to:

**BNP PARIBAS,**  
as Collateral Agent for the Lenders


By: **J. Christopher Lyons**  
Name: **Managing Director**  
Title: \_\_\_\_\_

By:   
Name: **Andrew Ostrov**  
Title: **Director**

Signature page to Opco Intellectual Property Security Agreement

## SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
CRESTWOOD MIDSTREAM PARTNERS LP 	4008890	8/9/2011

TRADEMARK REGISTRATION APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
--	-----------------------------	---------------------

None.

NY\2507252.3