

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373552

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QEP Midstream Partners, LP		01/29/2016	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	900 West Trade Street, 6th Floor		
Internal Address:	NC1-026-06-03		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Association: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86028446	QEPM	
Serial Number:	86028437	QEPM QEP MIDSTREAM 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:	7132213368		
Email:	traci.landgraf@bracewelllaw.com		
Correspondent Name:	Bracewell LLP		
Address Line 1:	711 Louisiana Street, Suite 2300		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	060877.091219		
NAME OF SUBMITTER:	Traci Landgraf		
SIGNATURE:	/constance g. rhebergen/		
DATE SIGNED:	02/17/2016		
Total Attachments: 5			
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
SUPPLEMENT

WHEREAS, QEP Midstream Partners, LP, a Delaware limited partnership (herein referred to as the “Debtor”), having an address at 19100 Ridgewood Parkway, San Antonio, TX 78259, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the U.S. Trademarks (as defined below) listed on the annexed Schedule 1-A, which U.S. Trademarks are registered in the United States Patent and Trademark Office;

WHEREAS, reference is made to the Second Amended and Restated Credit Agreement dated as of December 2, 2014 (as heretofore amended or otherwise modified, the “Existing Credit Agreement”) among Tesoro Logistics LP, a Delaware limited partnership (the “Borrower”), the financial institutions party thereto, and Bank of America, N.A., in its capacity as administrative agent (the “Revolving Credit Administrative Agent”);

WHEREAS, in connection with the Existing Credit Agreement, (i) the Borrower, the Debtor, and certain other subsidiaries of the Borrower executed and delivered an Amended and Restated Security Agreement dated as of December 2, 2014, as supplemented by Supplement No. 1 dated as of December 2, 2014, Supplement No. 2 dated as of December 2, 2014, and Supplement No. 3 dated as of December 9, 2015 (as so supplemented, the “Existing Security Agreement”) in favor of the Revolving Credit Administrative Agent and (ii) the Debtor executed and delivered the Trademark Security Agreement Supplement dated as of January 27, 2015 (the “Existing Trademark Security Agreement”) in favor of the Revolving Credit Administrative Agent filed with the US Patent and Trademark Office on January 28, 2015 at Reel 5447 and Frame 0956;

WHEREAS, the Borrower, the Revolving Credit Administrative Agent and certain other financial institutions are entering into that certain Third Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Revolving Credit Agreement”), in order to amend and restate the Existing Credit Agreement in its entirety;

WHEREAS, the Borrower, Bank of America, N.A., as administrative agent (in such capacity, the “Drop Down Administrative Agent”) and certain other financial institutions are entering into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Drop Down Credit Agreement”) and, together with the Revolving Credit Agreement, the “Credit Agreements”);

WHEREAS, the Borrower, the other Loan Parties party thereto, Bank of America, N.A. as collateral agent (in such capacity, the “Collateral Agent”), the Revolving Credit Administrative Agent and the Drop Down Administrative Agent are entering into that certain Collateral Agency & Intercreditor Agreement dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Intercreditor Agreement”), pursuant to which, and subject to the terms and conditions

thereof, the Secured Parties are appointing the Collateral Agent to act as collateral agent on their behalf in connection with the Secured Obligations Documents;

WHEREAS, in connection with the Credit Agreements and the Intercreditor Agreement, the Revolving Credit Administrative Agent and the Collateral Agent entered into that certain Omnibus Assignment of Liens dated as of the date hereof, pursuant to which, and subject to the terms and conditions thereof, the Revolving Credit Administrative Agent assigned the Existing Security Agreement (including all liens and security interests granted thereunder) to the Collateral Agent;

WHEREAS, as a condition precedent to the effectiveness of the Credit Agreements, the Borrower, the Debtor and certain other subsidiaries of the Borrower are entering into that certain Second Amended and Restated Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"; the defined terms of which are used herein unless otherwise defined herein), in order to amend and restate the Existing Security Agreement in its entirety, pursuant to which the Debtor grants to the Collateral Agent, for the benefit of the Revolving Credit Administrative Agent, the Drop Down Administrative Agent and the other Secured Parties, a security interest in all right, title and interest of the Debtor in and to (i) all of the following, whether now owned or hereafter acquired by the Debtor, and the goodwill associated therewith: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any State of the United States, and all extensions or renewals thereof (the "U.S. Trademarks"), (ii) all written agreements providing for the grant by or to the Debtor of any right to use any U.S. Trademark and (iii) all Proceeds (as defined in the Security Agreement) of the foregoing (collectively, the "U.S. Trademark Collateral"), to secure the payment, performance and observance of the Secured Obligations; and

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreements that the Debtor shall have entered into this Agreement, which shall amend and restate the Existing Trademark Security Agreement, in order to secure the Borrower's obligations under the Credit Agreements, the obligations of the Debtor under the Guaranties, and all other Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Debtor does hereby (i) agree that the Existing Trademark Security Agreement is hereby amended and restated in its entirety as set forth herein, and (ii) confirms, and puts on the public record, its grant to the Collateral Agent of a security interest in the U.S. Trademark Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the grant of, security interest in and mortgage on the U.S.

Trademark Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Collateral Agent's address is:

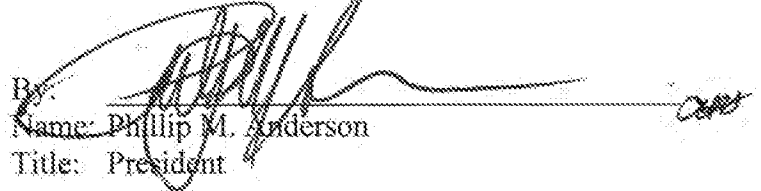
Bank of America, N.A.
900 West Trade St., 6th Floor
Mail Code: NC1-026-06-03
Charlotte, North Carolina 28255
Attention: Kyle Harding, Assistant Vice President;
Agency Management Officer II
Telephone: 980-275-6132
Telecopier: 704-719-5215
Electronic Mail: kyle.d.harding@baml.com

The Debtor hereby (a) ratifies and affirms its obligations under the Existing Trademark Security Agreement, as amended and restated herein, (b) agrees that all of the liens and security interests created by and existing under the Existing Trademark Security Agreement shall continue to be valid and subsisting liens and security interests securing the Secured Obligations, (c) agrees that the Existing Trademark Security Agreement and the liens and security interests created thereunder shall remain in full force and effect, as amended and restated herein, and (d) agrees that all rights, titles, interests, liens and security interests existing under the Existing Trademark Security Agreement are renewed, extended, carried forward and conveyed hereby to secure all of the Secured Obligations.

IN WITNESS WHEREOF, QEP Midstream Partners, LP has duly executed or caused this Amended and Restated Trademark Security Agreement Supplement to be duly executed as of January 29, 2016.

QEP MIDSTREAM PARTNERS, LP

By: **QEP MIDSTREAM PARTNERS GP, LLC,**
its general partner

By: 
Name: Phillip M. Anderson
Title: President

SCHEDULE 1-A TO THE TRADEMARK SECURITY AGREEMENT SUPPLEMENT

Trademark	Application or Registration Date	Application Serial No. or Registration No.
QEPM (Stylized Design)	August 5, 2013	86/028,446
QEPM QEP MIDSTREAM PARTNERS, LP (Stylized Design)	August 5, 2013	86/028,437