

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM552259

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECURITY INTEREST IN UNITED STATES INTELLECTUAL PROPERTY AT REEL/FRAE NOS. 4571/0252 AND 5507/0164

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT		12/05/2019	National Banking Association: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	SEMGROUP CORPORATION
<b>Street Address:</b>	1209 ORANGE STREET
<b>City:</b>	WILMINGTON
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19801
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3291764	SEMMATERIALS
Registration Number:	3291763	SSS SEMMATERIALS
Registration Number:	3448854	SEMGAS
Registration Number:	3448858	SSS SEMGAS
Registration Number:	3604913	SEMCRUDE
Registration Number:	3604914	SSS SEMCRUDE
Registration Number:	3555972	SEMGROUP
Registration Number:	3692051	SSS SEMGROUP
Registration Number:	3697573	SEMFUEL
Registration Number:	3697574	SSS SEMFUEL
Registration Number:	3697575	SEMSTREAM
Registration Number:	3697577	SSS SEMSTREAM
Registration Number:	4377097	ROSE ROCK MIDSTREAM
Registration Number:	4377098	ROSE ROCK MIDSTREAM

## CORRESPONDENCE DATA

Fax Number: 7147558290

TRADEMARK

**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.**

**Email:** IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

**Correspondent Name:** LATHAM & WATKINS LLP

**Address Line 1:** 650 Town Center Drive, 20th Floor

**Address Line 4:** Costa Mesa, CALIFORNIA 92626

<b>ATTORNEY DOCKET NUMBER:</b>	048640-0046
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<b>NAME OF SUBMITTER:</b>	KRISTIN J AZCONA
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<b>SIGNATURE:</b>	/KJA/
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<b>DATE SIGNED:</b>	12/06/2019
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**Total Attachments: 6**

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**TERMINATION AND RELEASE OF  
SECURITY INTEREST IN UNITED STATES INTELLECTUAL PROPERTY**

TERMINATION AND RELEASE OF SECURITY INTEREST IN UNITED STATES INTELLECTUAL PROPERTY (this "Termination and Release"), dated as of December 5, 2019, from WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent (in such capacity, the "Collateral Agent"), to SEMGROUP CORPORATION.

WITNESSETH:

WHEREAS, to secure the obligations under that certain Credit Agreement, dated as of June 17, 2011 (as amended, the "2011 Credit Agreement"), among SemGroup Corporation (the "Borrower"), the lenders party thereto from time to time, The Royal Bank of Scotland plc as administrative agent and collateral agent (the "Original Collateral Agent"), and the other parties and agents party thereto from time to time, the Borrower granted to the Original Collateral Agent a security interest in and to all of the Borrower's right, title and interest in and to the Collateral (as defined in the 2011 IP Security Agreement (as defined below)), including the trademark and service mark registrations listed on Exhibit A hereto (the "2011 IP Collateral"), pursuant to that certain Intellectual Property Security Agreement, dated as of June 17, 2011 (the "2011 IP Security Agreement"), which was recorded in the Trademark Division of the United States Patent and Trademark Office on June 28, 2011, at Reel 004571 and Frame 0252;

WHEREAS, Wells Fargo Bank, National Association succeeded as the administrative agent (in such capacity, the "Administrative Agent") and collateral agent under the 2011 Credit Agreement, and the 2011 IP Security Agreement, and the Original Collateral Agent's interest in the 2011 IP Security Agreement, including the security interests in the trademark and service mark registrations listed on Exhibit B hereto (the "2015 IP Collateral"), were transferred and assigned to the Collateral Agent pursuant to that certain Notice of Assignment of Intellectual Property Security Agreement, dated effective as of April 28, 2015, which was recorded in the Trademark Division of the United States Patent and Trademark Office on April 30, 2015, at Reel 005507 and Frame 0164;

WHEREAS, the 2011 Credit Agreement was amended and restated by that certain Amended and Restated Credit Agreement, dated as of September 30, 2016, among the Borrower, the Administrative Agent, the Collateral Agent, the lenders from time to time party thereto and the other financial institutions named therein (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "2016 Credit Agreement"), and in connection therewith, the Borrower granted to the Collateral Agent a security interest in and to all of the Borrower's right, title and interest in and to the Collateral (as defined in the 2016 IP Security Agreement (as defined below)), including the trademark and service mark registrations listed on Exhibit C hereto (collectively, the "2016 IP Collateral", and together with the 2015 IP Collateral and 2011 IP Collateral, collectively the "IP Collateral"), pursuant to that certain Intellectual Property Security Agreement, dated as of September 30, 2016 (the "2016 IP Security Agreement"); and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its security interest in the IP Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby states as follows:

1. Definitions. Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the 2011 IP Security Agreement.

2. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges, without recourse, representation or warranty, its security interest in the IP Collateral, and any right, title or interest of the Collateral Agent in such IP Collateral shall hereby cease and become void.

3. Recordation. The Collateral Agent authorizes and requests that the applicable officials of the Trademark Division of the United States Patent and Trademark Office record this Termination and Release.

4. Governing Law. This Termination and Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Collateral Agent

By: 

Name: Andrew Ostrov







Title: Director

[Signature Page - IP Security Agreement Termination and Release]

**TRADEMARK**  
**REEL: 006810 FRAME: 0350**







**EXHIBIT A**

**Trademarks and Trademark Applications**

<u>Filing Date</u>	<u>Mark</u>	<u>Owner</u>	<u>Serial No./ Regs. No.</u>	<u>Status/Comments</u>
08/03/2005	SEMMATERIALS	SemGroup Corporation	3291764	Registered 09/11/2007
08/03/2005	 SemMaterials	SemGroup Corporation	3291763	Registered 09/11/2007
10/15/2007	SEMGAS	SemGroup Corporation	3448854	Registered 06/17/2008
10/15/2007	 SemGas	SemGroup Corporation	3448858	Registered 06/17/2008
07/17/2007	SEMCRUDE	SemGroup Corporation	3604913	Registered 04/14/2009
07/17/2007	 SemCrude	SemGroup Corporation	3604914	Registered 04/14/2009
08/16/2007	SEMGROUP	SemGroup Corporation	3555972	Registered 01/06/2009
3/17/2009	 SemGroup	SemGroup Corporation	3692051	Registered 10/06/2009
05/14/2008	SEMFUEL	SemGroup Corporation	3697573	Registered 10/20/2009
05/15/2008	 SemFuel	SemGroup Corporation	3697574	Registered 10/20/2009
05/15/2008	SEMSTREAM	SemGroup Corporation	3697575	Registered 10/20/2009
05/15/2008	 SemStream	SemGroup Corporation	3697577	Registered 10/20/2009






**EXHIBIT B**

**Trademarks and Trademark Applications**

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SEMMATERIALS	3291764	09/11/2007
 SemMaterials	3291763	09/11/2007
SEMGAS	3448854	06/17/2008
 SemGas	3448858	06/17/2008
SEMCRUDE	3604913	04/14/2009
 SemCrude	3604914 *	04/14/2009
SEMGROUP	3555972	01/06/2009
 SemGroup	3692051	10/06/2009
SEMFUEL	3697573	10/20/2009
 SemFuel	3697574	10/20/2009
SEMSTREAM	3697575	10/20/2009
 SemStream	3697577	10/20/2009

**EXHIBIT C**

**Trademarks and Trademark Applications**

<u>Filing Date</u>	<u>Mark</u>	<u>Owner</u>	<u>Serial No./ Regis. No.</u>	<u>Status/Comments</u>
10/15/2007	SEMGAS	SemGroup Corporation	3,448,854	Registered 06/17/2008
10/15/2007		SemGroup Corporation	3,448,858	Registered 06/17/2008
07/17/2007	SEMCRUDE	SemGroup Corporation	3,604,913	Registered 04/14/2009
07/17/2007		SemGroup Corporation	3,604,914	Registered 04/14/2009
08/16/2007	SEMGROUP	SemGroup Corporation	3,555,972	Registered 01/06/2009
3/17/2009		SemGroup Corporation	3,692,051	Registered 10/06/2009
05/15/2008	SEMSTREAM	SemGroup Corporation	3,697,575	Registered 10/20/2009
05/15/2008		SemGroup Corporation	3,697,577	Registered 10/20/2009
10/11/2011	ROSE ROCK MIDSTREAM	SemGroup Corporation	4,377,097	Registered July 30, 2013
10/11/2011		SemGroup Corporation	4,377,098	Registered July 30, 2013