

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6535333

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT (BOND)
CONVEYING PARTY DATA	
Name	Execution Date
NGL ENERGY OPERATING LLC	02/04/2021
NGL ENERGY PARTNERS LP	02/04/2021
HEP SHALEWATER SOLUTIONS, LLC	02/04/2021
ANTICLINE DISPOSAL, LLC	02/04/2021
NGL WATER SOLUTIONS PERMIAN, LLC	02/04/2021
RECEIVING PARTY DATA	
Name:	U.S BANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT
Street Address:	13737 NOEL RD
Internal Address:	SUITE 800
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75240
PROPERTY NUMBERS Total: 16	
Property Type	Number
Patent Number:	7510656
Patent Number:	7527736
Patent Number:	7628919
Patent Number:	7722770
Patent Number:	8105488
Patent Number:	8323495
Patent Number:	8529763
Patent Number:	8790514
Patent Number:	9719179
Patent Number:	9731987
Patent Number:	10160672
Patent Number:	10870594
Patent Number:	9925572
Patent Number:	9925573
Patent Number:	10589287

PATENT

Property Type	Number
Patent Number:	9656308

CORRESPONDENCE DATA

Fax Number: (650)251-5002
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.

Phone: 6502515157
Email: jnull@stblaw.com
Correspondent Name: SAMUEL WATTERS
Address Line 1: 2475 HANOVER STREET
Address Line 4: PALO ALTO, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	509335/3117
NAME OF SUBMITTER:	J. JASON MULL
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	02/04/2021

Total Attachments: 6
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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (this “**Patent Security Agreement**”) dated February 4, 2021, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of U.S. Bank (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 Indenture or in the Security Agreement.

WHEREAS, NGL ENERGY OPERATING LLC (the “**Company**”), NGL ENERGY FINANCE CORP. (“**Finance Corp.**” and, together with the Company, the “**Issuers**”), NGL ENERGY PARTNERS LP (the “**Parent**”), as parent, the Guarantors and U.S. Bank National Association (“**U.S. Bank**”), as Trustee and Collateral Agent, have entered into the Indenture dated as of February 4, 2021 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “**Indenture**”);

WHEREAS, in connection with the Indenture, the Grantors have entered into the Pledge and Security Agreement dated as of February 4, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Patent 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, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the 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**”): each Grantor’s registered Patents and Patents for which applications are pending in the USPTO or CIPO, including those set forth in Schedule A hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Patent 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 Patent Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the USPTO and CIPO. Each Grantor hereby authorizes and requests that the Commissioner for Patents record this Patent Security Agreement.

SECTION 4. Execution in Counterparts. This Patent Security Agreement may be executed by one or more of the parties to this Patent 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 12.12 of the Indenture is hereby incorporated by reference mutatis mutandis, as if stated verbatim herein as agreements and obligations of each Grantor.

SECTION 5. **Grants, Rights and Remedies.** This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each 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 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 Patent Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. **Governing Law.** This Patent Security Agreement and the rights and obligations of the parties under this Patent Security Agreement shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of New York.

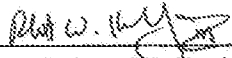
SECTION 7. **Severability.** In case any one or more of the provisions contained in this Patent Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall 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]

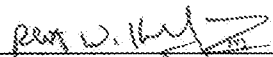
IN WITNESS WHEREOF, each Grantor as caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

NGL ENERGY PARTNERS LP, as Grantor

By: NGL ENERGY HOLDINGS LLC, its General Partner

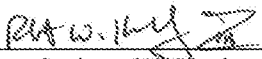
By: 
Name: Robert W. Karlovich III
Title: Chief Financial Officer

NGL ENERGY OPERATING LLC, as Grantor

By: 
Name: Robert W. Karlovich III
Title: Chief Financial Officer

[Signature page to NGL Patent Security Agreement (Bond)]

HEP SHALEWATER SOLUTIONS, LLC, as Grantor
ANTICLINE DISPOSAL, LLC, as Grantor
NGL WATER SOLUTIONS PERMIAN, LLC, as Grantor

By: 
Name: Robert W. Karlovich III
Title: Chief Financial Officer

[Signature page to NGL Patent Security Agreement (Bond)]

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Michael K. Herberger
Title: Vice President

[Signature Page to Patent Security Agreement (Bond)]

PATENT
REEL: 055223 FRAME: 0747

SCHEDULE A**U.S. Patents**

Title	Reg. No.	Appl. No.	Owner
Waste water treatment method	7,510,656	11/685,663	Anticline Disposal, LLC
Method for generating fracturing water	7,527,736	11/685,681	Anticline Disposal, LLC
Method for treating water contaminated with methanol and boron	7,628,919	11/685,636	Anticline Disposal, LLC
Method for treating produced water	7,722,770	12/475,091	Anticline Disposal, LLC
Waste water treatment method	8,105,488	12/399,242	Anticline Disposal, LLC
Method of operating a bioreactor and filtration system	8,323,495	12/714,868	Anticline Disposal, LLC
Waste water treatment method	8,529,763	13/361,005	Anticline Disposal, LLC
Waste water treatment method	8,790,514	13/966,003	Anticline Disposal, LLC
System and method for treatment of produced waters	9,719,179	14/083,200	NGL Energy Partners L.P. (as successor in interest to High Sierra Energy, LP)
Mobile flowback and produced water re-use system	9,731,987	14/471,186	HEP Shalewater Solutions, LLC
Mobile flowback and produced water re-use system	10,160,672	15/648,566	HEP Shalewater Solutions, LLC
Flowback and produced water treatment method	10,870,594	16/194,459	HEP Shalewater Solutions, LLC
Devices, systems, and processes for cleaning the interiors of frac tanks	9,925,572	14/796,043	NGL Water Solutions Permian, LLC
Systems and processes for cleaning tanker truck interiors	9,925,573	15/214,550	NGL Water Solutions Permian, LLC
Systems and methods for oil field solid waste processing for re-injection	10,589,287	14/796,073	NGL Water Solutions Permian, LLC
Systems and processes for cleaning tanker truck interiors	9,656,308	14/796,006	NGL Water Solutions Permian, LLC

Canadian Patents

Title	Reg. No.	Appl. No.	Owner
Waste water treatment method	2657072	2657072	Anticline Disposal, LLC