

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI7077

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
NGL Energy Partners LP	02/02/2024
NGL Energy Operating LLC	02/02/2024
Hillstone Environmental Partners, LLC	02/02/2024
Anticline Disposal, LLC	02/02/2024
NGL Water Solutions Permian, LLC	02/02/2024

RECEIVING PARTY DATA

Company Name:	Toronto Dominion (Texas) LLC, as Administrative Agent and Collateral Agent
Street Address:	1 Vanderbilt Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10001

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 Number:	9656308

PATENT

CORRESPONDENCE DATA**Fax Number:** 2124552502*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:** 2124552592**Email:** jnull@stblaw.com**Correspondent Name:** Courtney Welshimer**Address Line 1:** 425 Lexington Avenue**Address Line 4:** New York, NEW YORK 10017

NAME OF SUBMITTER:	JASON MULL
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SIGNATURE:	JASON MULL
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DATE SIGNED:	02/06/2024
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Total Attachments: 8

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (this “*Patent Security Agreement*”) dated February 2, 2024, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of TD (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 Credit Agreement or in the Security Agreement, as applicable.

WHEREAS, NGL ENERGY OPERATING LLC (the “*Company*”), as borrower, NGL ENERGY PARTNERS LP (the “*Parent*”), as parent, the Lenders party thereto and Toronto Dominion (Texas) LLC (“*TD*”), as Administrative Agent and Collateral Agent, have entered into the Credit Agreement dated as of February 2, 2024 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), pursuant to which the Lenders have severally agreed to extend credit to the Company;

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Pledge and Security Agreement dated as of February 2, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) in order to induce the Lenders to extend credit to the Company in accordance with the terms of the Credit 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 assigns and pledges to the Collateral Agent and its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent and its successors and permitted assigns, for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (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, and all related IP Ancillary Rights, including the right to make, use, import and/or sell the inventions disclosed or claimed therein.

SECTION 2. Security for Obligations. The assignment, pledge and 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 assignment, pledge and 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 10.12 of the Credit Agreement is hereby incorporated by reference *mutatis mutandis*, as if stated verbatim herein as agreements and obligations of each Grantor.

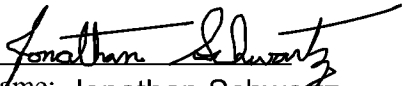
SECTION 5. **Grants, Rights and Remedies.** This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the assignment, pledge and grant of the security interest hereunder to, and the rights and 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 hereto 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]

TORONTO DOMINION (TEXAS) LLC, as
Collateral Agent

By: 
Name: Jonathan Schwartz
Title: Vice President

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: BCay

Name: Bradley P. Cooper

Title: Chief Financia Officer

and Executive Vice President

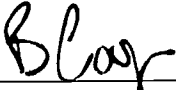
NGL ENERGY OPERATING LLC, as Grantor

By: BCooper

Name: Bradley P. Cooper

Title: Chief Financial Officer and Executive
Vice President

HILLSTONE ENVIRONMENTAL PARTNERS, LLC, as Grantor
ANTICLINE DISPOSAL, LLC, as Grantor
NGL WATER SOLUTIONS PERMIAN, LLC, as Grantor

By: 

Name: Bradley P. Cooper
Title: Chief Financial Officer and
Executive Vice President

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 LP
Mobile flowback and produced water re-use system	9,731,987	14/471,186	Hillstone Environmental Partners, LLC
Mobile flowback and produced water re-use system	10,160,672	15/648,566	Hillstone Environmental Partners, LLC
Flowback and produced water treatment method	10,870,594	16/194,459	Hillstone Environmental Partners, 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