

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM330236

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement Supplement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
QEP Midstream Partners, LP		01/27/2015	LIMITED PARTNERSHIP:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	900 West Trade Street, 6th Floor NC1-026-06-03		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86028446	QEPM	
<b>Serial Number:</b>	86028437	QEPM QEP MIDSTREAM PARTNERS, LP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	713-223-2300		
<b>Email:</b>	traci.landgraf@bgllp.com		
<b>Correspondent Name:</b>	Bracewell & Giuliani LLP		
<b>Address Line 1:</b>	P.O. Box 61389		
<b>Address Line 4:</b>	Houston, TEXAS 77208		
<b>ATTORNEY DOCKET NUMBER:</b>	060877.091219		
<b>NAME OF SUBMITTER:</b>	Traci Landgraf		
<b>SIGNATURE:</b>	/constance g. rhebergen/		
<b>DATE SIGNED:</b>	01/28/2015		
<b>Total Attachments: 4</b>			
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## 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; and

**WHEREAS**, Tesoro Logistics LP, a Delaware limited partnership (the "Borrower"), has entered into a Second Amended and Restated Credit Agreement dated as of December 2, 2014 (as amended or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used but not defined herein have the meanings given to them in the Credit Agreement) among the Borrower, the financial institutions from time to time party thereto and Bank of America, N.A., in its capacity as administrative agent (in such capacity, the "Administrative Agent"), Swing Line Lender and L/C Issuer.

**WHEREAS**, in connection with the Credit Agreement, the Borrower, the Debtor, and certain other subsidiaries of the Borrower have entered into an Amended and Restated Security Agreement dated as of December 2, 2014 (as amended or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent, pursuant to which the Debtor has granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations (as defined in the Security Agreement), 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;

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Debtor does hereby further confirm, and put on the public record, its grant to the Administrative 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 Administrative 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.

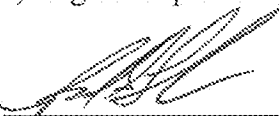
The Administrative Agent's address is:

Bank of America, N.A.  
900 West Trade St., 6<sup>th</sup> 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](mailto:kyle.d.harding@baml.com)

IN WITNESS WHEREOF, QEP Midstream Partners, LP has duly executed or caused this Trademark Security Agreement Supplement to be duly executed as of January 27, 2015.

**QEP MIDSTREAM PARTNERS, LP**

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

By:   
Name: BRAD S. LARKIA *CHH*  
Title: VICE PRESIDENT AND TREASURER

SCHEDULE 1-A TO THE TRADEMARK SECURITY AGREEMENT SUPPLEMENT

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