

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Consent Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Excelerate Energy Limited Partnership		06/06/2011	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Enbridge, Inc.		
Street Address:	3000 Fifth Avenue Place		
Internal Address:	425-1st Street S.W.		
City:	Calgary, Alberta		
State/Country:	CANADA		
Postal Code:	T2P 3L8		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78658321	ENERGY BRIDGE	
CORRESPONDENCE DATA			
Fax Number:	(918)583-8251		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	918-583-9922		
Email:	pchiu@fdlaw.com		
Correspondent Name:	Penina Michlin Chiu		
Address Line 1:	124 East Fourth Street		
Address Line 2:	Old City Hall		
Address Line 4:	Tulsa, OKLAHOMA 74103		
ATTORNEY DOCKET NUMBER:	2788.16		
DOMESTIC REPRESENTATIVE			
Name:			

OP \$40.00 78658321

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**TRADEMARK
 REEL: 004571 FRAME: 0064**

Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Penina Michlin Chiu
Signature:	/Penina Michlin Chiu/
Date:	06/28/2011
Total Attachments: 2 source=Energy Bridge Consent Agreement 06.06.2011 (signed) 2#page1.tif source=Energy Bridge Consent Agreement 06.06.2011 (signed) 2#page2.tif	

CONSENT AGREEMENT

This Consent Agreement is made as of ~~May~~ ^{June} 6, 2011 (the "Effective Date") by and between Enbridge, Inc., a Canadian corporation with a principal place of business at 3000 Fifth Avenue Place, 425-1st Street S.W., Calgary, Alberta, Canada T2P 3L8 ("Enbridge"), and Excelerate Energy Limited Partnership, a Delaware limited partnership, with a principal place of business at 1450 Lake Robbins, Suite 200, The Woodlands, Texas 77380 ("Excelerate"). Enbridge and Excelerate are individually referred to in this Agreement as a "Party" and collectively as the "Parties."

WHEREAS, Excelerate applied to register the mark ENERGY BRIDGE (the "Mark") with the United States Patent and Trademark Office, as set forth in Application Serial No. 78/658,321;

WHEREAS, Enbridge opposed registration of the Mark, in Opposition No. 91170364; and

WHEREAS, the Parties wish to avoid the expense and uncertainty of continued litigation and have entered into a confidential settlement agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises hereafter made, and in consideration of the representations, warranties and covenants contained in this Consent Agreement and the confidential settlement agreement, the Parties agree as follows:

1. Excelerate has agreed for the sole benefit of Enbridge and its affiliates, successors, assignees, and anyone else claiming on behalf of or through Enbridge (the "Enbridge Group," as defined in the confidential settlement agreement), to certain limitations as set forth in the confidential settlement agreement, on Excelerate's use of the Mark (the "Limitations");
2. The Limitations are also binding on Excelerate's affiliates, successors, licensees, assignees, related companies as defined by §45 of the Trademark Act of 1946, as amended (15 U.S.C. §1127), and anyone else claiming on behalf of or through Excelerate or its affiliates, successors, licensees, assignees, or related companies (the "Excelerate Group," as defined in the confidential settlement agreement).
3. For purposes of this Agreement, an "affiliate" of any particular person means any other person, directly or indirectly, controlling, controlled by, or under common control with such particular person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a person whether through the ownership of voting securities, contract, or otherwise. The Parties hereby acknowledge that Excelerate Energy, L.L.C., a Delaware limited liability company, and Excelerate's general partner, with a principal place of business at 1450 Lake Robbins Dr., Suite 200, The Woodlands, TX 77380, is an affiliate for purposes of this Agreement.


"affiliate"
AP DB RC

4. This Consent Agreement shall be subject to, and interpreted by and in accordance with, the laws (excluding conflict of law provisions) of the State of Texas, with the District Courts of Harris County and/or the U.S. District Court for the Southern District of Texas as the sole jurisdiction and venue for any actions relating to the subject matter of this Agreement. All parties consent to the jurisdiction of such courts and agree that process may be served in the matter allowed for by the law of the State of Texas or United States federal law.

5. In the event of a conflict between the provisions of this Consent Agreement and the confidential settlement agreement, the terms of the confidential settlement agreement shall prevail.

The Parties have executed this Consent Agreement as of the Effective Date.

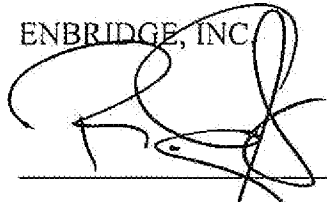
EXCELERATE ENERGY LIMITED
 PARTNERSHIP,
 BY EXCELERATE ENERGY L.L.C., ITS
 GENERAL PARTNER



 By: ROB BRYNGELSON

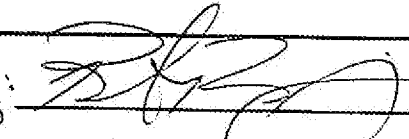
 Its: PRESIDENT and CEO

ENBRIDGE, INC



 By: Rob Carpenter
 Vice President, Corporate Law
 and Deputy General Counsel

 Its: _____

By: 

 Its: _____

BRENT POOHKAY, Med, MBA VICE PRESIDENT AND CIO JUN - 6 2011 ENBRIDGE INC.
