

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|---|---|-------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Notice of Change of Agent and Assignment of Security Interest in Trademark Collateral | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Citibank, N.A., as Administrative Agent | | 05/24/2012 | National Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Barclays Bank PLC | | |
| Street Address: | 745 Seventh Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | Public Limited Company: UNITED KINGDOM | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2812072 | CUPP | |
| Registration Number: | 2481968 | HUBAMERICA | |
| Registration Number: | 2819082 | | |
| Registration Number: | 2819083 | KINDER MORGAN | |
| Registration Number: | 2816418 | KINDER MORGAN | |
| Registration Number: | 2587116 | POWER BY THE HOUR | |
| Registration Number: | 2225481 | EZ ENGINE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7147558290 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 714-540-1235 | | |
| Email: | ipdocket@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP | | |

OP \$190.00 2812072

Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 039269-0235

NAME OF SUBMITTER: Anna T Kwan

Signature: /atk/

Date: 05/29/2012

Total Attachments: 6

source=Kinder Morgan TM Assignment of Security Interest#page1.tif
source=Kinder Morgan TM Assignment of Security Interest#page2.tif
source=Kinder Morgan TM Assignment of Security Interest#page3.tif
source=Kinder Morgan TM Assignment of Security Interest#page4.tif
source=Kinder Morgan TM Assignment of Security Interest#page5.tif
source=Kinder Morgan TM Assignment of Security Interest#page6.tif

**NOTICE OF CHANGE OF AGENT AND
ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

May 24, 2012

WHEREAS, Kinder Morgan, Inc., a Delaware corporation and successor to Kinder Morgan Kansas, Inc. (the "Borrower") owns all right, title and interest in and to the trademarks listed on Schedule A hereto (the "Trademark Collateral");

WHEREAS, Borrower and Citibank, N.A., as Administrative Agent and as Collateral Agent (the "Existing Agent"), and each other party named therein have entered into the Credit Agreement dated as of May 30, 2007 (as amended by Amendment No. 1, dated as of July 16, 2007, as further amended by Amendment No. 2, dated as of February 10, 2012 and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions therein;

WHEREAS, in connection with the Credit Agreement, the Borrower and the Existing Agent have entered into the Grant of Security Interest in Trademark Rights, dated as of May 30, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Borrower pledged and granted to the Existing Agent, for the benefit of the Existing Agent and the Secured Parties, a security interest in the Trademark Collateral, and such security interest was recorded in the United States Patent and Trademark Office on June 13, 2007 at Reel 3560, Frame 0252;

WHEREAS, the Borrower, the Existing Agent and Barclays Bank PLC (the "Successor Agent") have entered into the Resignation and Appointment Agreement, dated as of May 24, 2012 (the "Resignation Agreement") whereby the Existing Agent resigns as Administrative Agent, Collateral Agent and Swingline Lender and is replaced by the Successor Agent as successor Administrative Agent, successor Collateral Agent and successor Swingline Lender under the Credit Agreement, the Trademark Security Agreement and the other Credit Documents; and

WHEREAS, the Existing Agent and the Successor Agent desire to confirm the foregoing assignment and assumption in this Assignment for purposes of recording it with the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereby agree and confirm that:

1. The Existing Agent has ceased to be the Administrative Agent, Collateral Agent and Swingline Lender under the Credit Agreement, the Trademark Security Agreement and the other Credit Documents;
2. The Successor Agent is now the Administrative Agent, Collateral Agent and Swingline Lender under the Credit Agreement, the Trademark Security Agreement and the other Credit Documents; and
3. The Existing Agent hereby assigns to the Successor Agent, and the Successor Agent hereby assumes, all of the Existing Agent's right, title and interest in, to and under, the Trademark Collateral and the Trademark Security Agreement, including, without limitation, its continuing security interest in, and right of setoff against, all of the Existing Agent's right, title and interest in, to and under the Trademark Collateral.

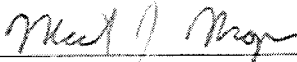
4. Nothing herein shall be deemed to terminate or impair the continuity of the security interest in the Trademark Collateral originally granted to the Existing Agent, which security interest is now succeeded by and transferred to the Successor Agent.

All other terms and conditions are more fully set out in the Resignation Agreement. Unless otherwise defined herein or the context otherwise requires, the terms used in this agreement shall have the meanings provided or provided by reference in the Credit Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

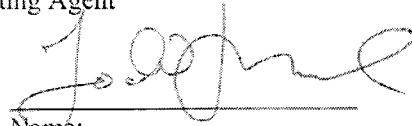
BARCLAYS BANK PLC,
as Successor Agent

By: 
Name: Michael J. Mozer
Title: Vice President

[Signature Page to Assignment of Security Interest in Trademark Collateral]

CITIBANK, N.A.,
as Existing Agent

By:



Name:

Title:

Todd J. Mogil
Vice President

[Signature Page to Assignment of Security Interest in Trademark Collateral]

AGREED AND ACKNOWLEDGED:

KINDER MORGAN, INC.,
as Borrower and successor to Kinder Morgan Kansas,
Inc.

By: 
Name: Joseph Listengart
Title: Vice President

[Signature Page to Assignment of Security Interest in Trademark Collateral]

TRADEMARK
REEL: 004790 FRAME: 0807

SCHEDULE A

U.S. Trademark Registrations and Applications

| <u>Trademark</u> | <u>Registration or Serial Number</u> |
|------------------------|--------------------------------------|
| CUPP | 2,812,072 |
| HUBAMERICA | 2,481,968 |
| Lightning Bolt Design | 2,819,082 |
| KINDER MORGAN | 2,819,083 |
| KINDER MORGAN & Design | 2,816,418 |
| POWER BY THE HOUR | 2,587,116 |
| EZ ENGINE | 2,225,481 |