

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|---|---|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| EI Paso LLC | FORMERLY EI Paso Corporation | 05/24/2012 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | EP Energy, L.L.C. (FKA EP Energy Corporation) | | |
| Street Address: | 1001 Louisiana Street | | |
| City: | Houston | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77002 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85390883 | EP ENERGY | |
| Serial Number: | 85433821 | EP ENERGY CORPORATION | |
| Serial Number: | 85421560 | EP ENERGY | |
| Serial Number: | 85420392 | EP ENERGY CORPORATION | |
| Serial Number: | 85390945 | EP ENERGY | |
| Serial Number: | 85390939 | EP ENERGY CORPORATION | |
| Serial Number: | 85435578 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2124920603 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | (212) 373-3603 | | |
| Email: | lsilber@paulweiss.com, emendes@paulweiss.com | | |
| Correspondent Name: | Lindsay N. Silber | | |
| Address Line 1: | 1285 Avenue of the Americas | | |

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 20088-001

NAME OF SUBMITTER: Lindsay N. Silber

Signature: /lindsaynsilber/

Date: 07/03/2012

Total Attachments: 4
source=El Paso LLC Trademark Assignment Agreement##page1.tif
source=El Paso LLC Trademark Assignment Agreement##page2.tif
source=El Paso LLC Trademark Assignment Agreement##page3.tif
source=El Paso LLC Trademark Assignment Agreement##page4.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of May 24, 2012, by and between El Paso LLC, a Delaware limited liability company (formerly known as El Paso Corporation), whose address is 1001 Louisiana Street, Houston, Texas 77002 ("Assignor"), and EP Energy, L.L.C. (formerly known as EP Energy Corporation), a Delaware limited liability company, whose address is 1001 Louisiana Street, Houston, Texas 77002 ("Assignee"). Capitalized terms used but not defined herein have the meanings assigned to them in that certain Purchase and Sale Agreement, dated as of February 24, 2012, among Licensee, EP Energy Holding Company, El Paso Brazil, L.L.C. and EPE Acquisition, LLC (as amended, the "PSA").

WHEREAS, pursuant to the PSA and that certain Intellectual Property Assignment Agreement, dated as of May 24, 2012, by and between Assignor and Assignee (the "IP Assignment"), Assignor has agreed to sell, convey, assign and transfer to Assignee all of its right, title and interest in and to certain registered trademarks and trademark applications listed on Schedule 1 attached hereto (the "Trademarks"); and

WHEREAS, the parties wish to execute this Assignment for purposes of transferring the Trademarks in furtherance of the transaction contemplated in the PSA and filing this Assignment with the United States Patent and Trademark Office and all applicable foreign intellectual property offices, as may be necessary or desirable to effectuate the assignment and transfer of the Trademarks from Assignor to Assignee.

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee, and Assignee agrees to acquire from Assignor, free and clear of any and all liens, claims, options, charges or any other type of encumbrance, all of Assignor's right, title and interest in and to: (a) each of the Trademarks and all applications and registrations thereof throughout the world, (b) the goodwill of the business symbolized by and associated with the Trademarks, and (c) all rights, claims and privileges related to any of the Trademarks, including, without limitation, (i) the right to prosecute applications for registration of trademarks and maintain trademark registrations for the Trademarks and (ii) the right to sue and recover for, and the right to the profits or damages due or accrued arising out of or in connection with any and all past, present or future infringements or passing off or dilution of or damage, degradation or injury to the Trademarks.

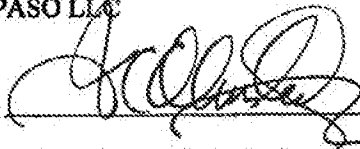
2. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of the Trademarks.

3. In the event of a conflict or inconsistency between the provisions of this Assignment and the provisions of the IP Assignment, the provisions of the IP Assignment shall prevail.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, this Assignment has been duly executed by or on behalf of the Parties hereto as of the date first above written.

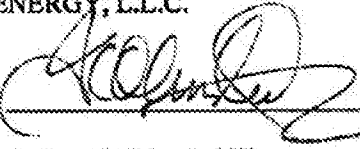
EL PASO LLC

By: 

Name: Francis Olmsted III

Title: Vice President

EP ENERGY, L.L.C.

By: 

Name: Francis Olmsted III



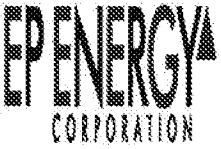
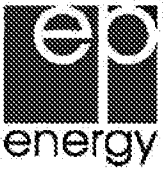


Title: Vice President

Signature Page to Trademark Assignment

SCHEDULE 1

Trademarks

1. U.S. TRADEMARK REGISTRATIONS/APPLICATIONS

| <u>Mark</u> | <u>Registration/Application No.</u> |
|---|-------------------------------------|
| EP ENERGY (word mark) | Application Serial No. 85/390,883 |
|  | Application Serial No. 85/433,821 |
|  | Application Serial No. 85/421,560 |
|  | Application Serial No. 85/420,392 |
|  | Application Serial No. 85/390,945 |
|  | Application Serial No. 85/390,939 |
|  | Application Serial No. 85/435,578 |