TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331737

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
East Cheyenne Gas Storage, LLC		09/05/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Macquarie Bank Limited
Street Address:	1 Martin Place
City:	Sydney
State/Country:	AUSTRALIA
Postal Code:	NSW 2000
Entity Type:	company with limited liability: AUSTRALIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4129078	EAST CHEYENNE GAS STORAGE

CORRESPONDENCE DATA

Fax Number: 4045725135

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: 404-572-3493
Email: kosborne@kslaw.com
Correspondent Name: Karen Osborne, Senior Paralegal
Address Line 1:   1180 Peachtree Street, N.E.
Address Line 2:   King & Spalding LLP
Address Line 4:   Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	16760.146001

DOMESTIC REPRESENTATIVE

Name: Maquarie Bank Limited
Address Line 1: 500 Dallas Street, Suite 3100
Address Line 2: Representative Office
Address Line 4: Houston, TEXAS 77002

NAME OF SUBMITTER:	Karen Osborne
SIGNATURE:	//Karen Osborne//

CH $40.00   4129078

DATE SIGNED:	02/10/2015

Total Attachments: 6
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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 5, 2012, is made by East Cheyenne Gas Storage, LLC, a Delaware limited liability company (the "Grantor"), in favor of Macquarie Bank Limited, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 5, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, as borrower, the financial institutions party thereto as lenders (the "Lenders"), Macquarie Bank Limited, in its capacity as administrative agent for the Lenders (the "Administrative Agent") and the Collateral Agent, the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is required, pursuant to the terms of the Security Agreement, dated as of September 5, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other grantors from time to time party thereto, the Administrative Agent and the Collateral Agent, to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Grantor thereunder, the Grantor hereby agrees with the Collateral Agent as follows:

Section 1.   Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

Section 2.   Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(i)   all of its owned Trademarks and all Trademark Licenses (each as defined in the Security Agreement) providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, to the registered Trademark listed on Schedule 1 hereto (but excluding any Trademarks that do not constitute Collateral as defined in the Security Agreement);

(ii)   all renewals and extensions of the foregoing;

(iii)   all goodwill of the business connected with the use of, and symbolized by, such Trademarks; and

(iv)   all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3.   Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4.   Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5.   Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.
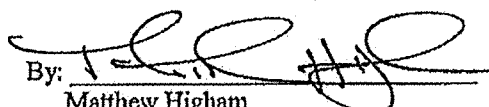
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

EAST CHEYENNE GAS STORAGE, LLC
as Grantor

By: Merchant Energy Partners, LLC, sole member

By: Merchant Energy Holdings, LLC, sole member

By: _____
Matthew Higham
Authorized Representative

ACKNOWLEDGMENT OF GRANTOR

State of _Colorado_)

County of _Jefferson_) ss.

On this _5th_ day of _September_ 20__ before me personally appeared _Matthew Higham_ proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of _East Cheyenu Gas Storage LLC_ who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Debbie T. Lopez
Notary Public

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DEBBIE T. LOPEZ
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES  5/1/2013
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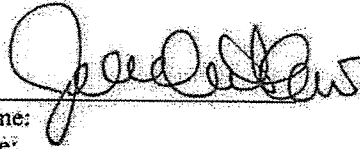
TRADEMARK SECURITY AGREEMENT

ACCEPTED AND AGREED
as of the date first above written:

MACQUARIE BANK LIMITED
    as Collateral Agent

By: _____   Erik Petersson
    Name: Division Director
    Title:

By: _____   Joel Outlaw
    Name: Associate Director
    Title: Legal Risk Management

TRADEMARK SECURITY AGREEMENT

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registration

United States of America

United States Patent and Trademark Office

East Cheyenne Gas Storage

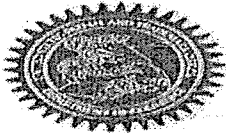|	
Reg. No. 4,129,078	EAST CHEYENNE GAS STORAGE, LLC (DELAWARE LIMITED LIABILITY COMPANY)
Registered Apr. 17, 2012	1775 SHERMAN STREET, SUITE 1200 DENVER, CO 80203
Int. Cl.: 39	FOR: DISTRIBUTION, TRANSPORTATION, AND STORAGE OF NATURAL GAS, IN CLASS 39 (U.S. CLS. 100 AND 105).
SERVICE MARK	FIRST USE 7-8-2011; IN COMMERCE 7-8-2011.
PRINCIPAL REGISTER	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "EAST CHEYENNE GAS STORAGE", APART FROM THE MARK AS SHOWN.

THE MARK CONSISTS OF A MOUNTAIN RANGE DESIGN WITH TWO HORIZONTAL LINES RUNNING NEAR THE BASE OF THE MOUNTAINS, AND THE WORDS "EAST CHEYENNE GAS STORAGE" DIRECTLY UNDERNEATH THE DESIGN.

SN 77-762,723, FILED 6-18-2009.

MARTHA FROMM, EXAMINING ATTORNEY

David J. Kappos

Director of the United States Patent and Trademark Office