

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484647

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Midcoast Energy Partners, L.P.		07/31/2018	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Midcoast Operating, L.P.		
Street Address:	5400 Westheimer Ct., 2nd Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4928471	MIDCOAST	
Registration Number:	4928472	M MIDCOAST	
Registration Number:	4764124	M MIDCOAST ENERGY PARTNERS	
Registration Number:	4768271	M	
Registration Number:	4772355	MIDCOAST ENERGY PARTNERS	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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>			
Phone:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	05982-00004		
NAME OF SUBMITTER:	Stephanie Kann		
SIGNATURE:	/stephanie kann/		
DATE SIGNED:	08/03/2018		

CH \$140.00 4928471

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") dated as of July 31, 2018 (the "Effective Date"), is entered into by and between MIDCOAST ENERGY PARTNERS, L.P., a Delaware limited partnership, ("Assignor"), and MIDCOAST OPERATING L.P., a Texas limited partnership, ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Assignor is the owner of the trademarks as shown on the attached Exhibit A (the "Trademarks"); and

WHEREAS, Assignor desires to transfer, convey, assign and deliver to Assignee the Trademarks, and Assignee desires to accept such transfer and assignment from Assignor, in accordance with Section 4.26(b) of that certain Securities Purchase Agreement, dated as of May 9, 2018, between Enbridge (U.S.) Inc., a Delaware corporation ("Enbridge"), and AL Midcoast Holdings, LLC, a Delaware limited liability company, as amended by the Amendment to Securities Purchase Agreement dated as of July 6, 2018 (as so amended, the "SPA"), all in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound by the terms hereof, agree as follows:

1. Assignment by Assignor. Assignor hereby assigns and transfers unto Assignee all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, as well as its entire right, title and interest in and to all registrations of the Trademarks heretofore granted or applied for now or in the future, any and all common law rights to the Trademarks, and any and all claims and demands it may have either at law or in equity arising out of any past, present and future infringements, dilutions or violations of the Trademarks and the rights therein, known or unknown, contingent or non-contingent.

2. Acceptance and Assumption. Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks and assumes from Assignor, all liabilities and obligations in respect of the Trademarks arising from and after the Effective Date (the "Assumed Liabilities"). Assignee shall indemnify and hold harmless Assignor in respect of all Assumed Liabilities.

3. Disclaimer. WITHOUT LIMITING ANY REPRESENTATION OR WARRANTY OF ENBRIDGE EXPRESSLY SET FORTH IN THE SPA AND SUBJECT TO THE LIMITATIONS SET FORTH IN THE SPA, THE ASSIGNMENT OF THE TRADEMARKS PURSUANT TO THIS ASSIGNMENT IS MADE WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND ASSIGNOR HEREBY DISCLAIMS AND NEGATES ANY SUCH REPRESENTATION OR WARRANTY.

4. Severability. The provisions of this Assignment shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Assignment, or the application thereof to any person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Assignment and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

5. Assignment. This Assignment shall bind and inure to the benefit of the Parties and their respective successors and assigns.

6. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the US Patent and Trademark Office and any other governmental officials of any jurisdiction to record and register this Agreement upon request by Assignee. Assignor shall take such steps and actions following the Effective Date, including the execution of any documents or other instruments, to ensure that the Trademarks are properly assigned to Assignee.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. A signed copy of this Assignment delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment. No Party shall be bound under this Assignment until such time as all of the Parties have executed counterparts of this Assignment.

8. Governing Law; Submission to Jurisdiction; Selection of Forum.

(a) This Assignment and the legal relations between the Parties shall be governed by, and construed in accordance with, the laws of the State of Texas without regard to principles of conflicts of law which would require the application of the laws of another jurisdiction.

(b) The Parties hereby irrevocably submit to the exclusive jurisdiction of the federal courts located in Houston, Harris County, Texas (or, if the requirements for federal jurisdiction are not met, state courts located in Houston, Harris County, Texas) and appropriate appellate courts therefrom for the resolution of any claim, controversy or dispute arising out of or relating to this Assignment, and each Party hereby irrevocably agrees that all claims in respect of such dispute, controversy or claim may be heard and determined in such courts. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable laws, any objection that they may now or hereafter have to the laying of venue of any such claim, controversy or dispute brought in any such court or any defense of inconvenient forum for the maintenance of such claim, controversy or dispute. Each Party agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS ASSIGNMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (ii) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8(c).

9. Headings. The heading references herein are for convenience purposes only and shall not be deemed to limit or affect any of the provisions hereof.

[Signature Page Follows.]

IN WITNESS WHEREOF, each Party has caused this Trademark Assignment to be executed on its behalf, all as of the Effective Date.

Assignor:

MIDCOAST ENERGY PARTNERS, L.P.

By: Midcoast Holdings, L.L.C.,
its general partner

By: _____

Stephen J. Neyland
Vice President – Finance



Assignee:

MIDCOAST OPERATING, L.P.

By: Midcoast OLP GP, L.L.C.,
its general partner

By: _____

R. Poe Reed
Senior Vice President






Signature Page to Trademark Assignment

TRADEMARK
REEL: 006404 FRAME: 0232

EXHIBIT A

TRADEMARKS

	<u>Mark</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Country</u>
1	MIDCOAST	86/447,289	4,928,471	US
2	 MIDCOAST	86/447,327	4,928,472	US
3	 MIDCOAST ENERGY PARTNERS	86/447,278	4,764,124	US
4		86/447,311	4,768,271	US
5	MIDCOAST ENERGY PARTNERS	86/447,298	4,772,355	US