TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

ETAS ID: TM332097

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Enable OQ, LLC		12/31/2014	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Overnite Software, Inc.
Street Address:	1212 North Velasco Street
Internal Address:	Suite 110
City:	Angleton
State/Country:	TEXAS
Postal Code:	77515
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2652423	EWEBOQ
Registration Number:	2666941	EWEBOQ

CORRESPONDENCE DATA

Fax Number:

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:	318-934-4043
Email:	tjones@bradleyfirm.com
Correspondent Name:	Tara R. Jones
Address Line 1:	401 Edwards Street
Address Line 2:	Suite 1000
Address Line 4:	Shreveport, LOUISIANA 71101

NAME OF SUBMITTER:	Tara R. Jones
SIGNATURE:	/Tara R. Jones/
DATE SIGNED:	02/13/2015

Total Attachments: 4

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ASSIGNMENT OF REGISTERED TRADEMARKS AND LICENSE AGREEMENTS

STATE OF LOUISIANA
PARISH OF CADDO

This Assignment of Registered Trademarks and License Agreements (the "Assignment")

is effective as of the 31st day of December, 2014, between the following:

Enable OQ, LLC, a Delaware limited liability company, successor by name change to CenterPoint Energy OQ, LLC ("EOQ"); and

Overnite Software, Inc., a Texas Corporation ("OSI") with a principal place of business in ANGLETON Texas, represented herein by its duly authorized representative, RALPH WEBB (collectively, the "Parties").

EOQ and OSI were equal partners in OQ Partnership (the "Partnership"), which is being

dissolved. During the existence of the Partnership, EOQ and OSI developed a certain training

module software program, titled eWebOQ ("eWebOQ"). As part of the dissolution of the

Partnership, EOQ has agreed to assign its rights and interests in certain trademarks and license

agreements, which are related to eWebOQ and are owned by the Partnership.

Accordingly, EOQ does hereby convey, set over, assign, bargain, transfer and deliver

unto OSI, subject to the terms and conditions set forth herein, and OSI hereby accepts from

EOQ, all of its right, title and interest in and to those certain trademarks registered with the

United States Patent and Trademark Office ("USPTO"), together with all current and future

trademark rights associated therein, described as follows:

"EWEBOQ," registered with the USPTO on November 19, 2002, under Registration Number 2,652,423; and

"EWEBOQ," registered with the USPTO on December 24, 2002, under Registration Number 2,666,941 (collectively, the "Trademark Rights").

Additionally, EOQ does hereby convey, set over, assign, bargain, transfer and deliver

unto OSI, subject to the terms and conditions set forth herein, and OSI hereby accepts from

EOQ, all of its right, title and interest in and to any and all un-expired licenses issued by the Partnership to each third party customer of the Partnership (each a "Customer") for the use of eWebOQ (the "License Agreements").

EOQ makes the assignments herein for the reasons provided and in consideration of the agreement of the Parties on that separate Term Sheet and Agreement of Intent entered into between the Parties, effective the 1st day of May, 2014 (the "Term Sheet") and subject to the additional terms provided herein.

In exchange for EOQ's transfer of all its right, title, and interest in and to the Trademark Rights and License Agreements and for other good and valuable consideration, OSI agrees to the following:

a. OSI shall indemnify, defend, and hold EOQ, its agents, employees, officers, directors, shareholders, and affiliates (including, without limitation, Enable Midstream Partners, LP and Enable Gas Transmission, LLC) (the "Enable Midstream Indemnified Parties") harmless, for any and all liability, claims, losses, damages and expenses (including reasonable attorneys' fees of Enable Midstream Indemnified Parties, Customer or the claimant) (collectively, "Claims") allegedly arising out of or related to the License Agreements or the use or continued use of the Trademark Rights by OSI or any of its affiliates or assigns, including, without limitation, the following: (1) any Claims that the Trademark Rights violate or infringe upon any patent, copyright or trademark, or misappropriate any trade secret of any third party; (2) any Claims that OSI's negligence or willful misconduct has caused property damage or bodily injury or death; and (3) all Claims that are asserted or accrue during a five-year period beginning on December 31, 2014, which arise out of or are related to the use, granting, or assignment of the Trademark Rights or the License Agreements.

b. For a period of five years beginning on December 31, 2014, OSI, must obtain and maintain Commercial General Liability Insurance on a form no less broad than the coverage provided by a "Commercial General Liability Insurance" form (dated 1985 or thereafter) promulgated by the Insurance Services Office, and containing language affording coverage for contractual liability, as respects all obligations hereunder, for all liability arising out of injury to or death of one or more persons, and injury to or destruction of property, in any one occurrence, in amounts not less than:

General Aggregate $ 2,000,000

Products - Comp/Ops Aggregate	$ 1,000,000
Personal & Advertising Injury	$ 1,000,000
Each Occurrence	$ 1,000,000

c. Additional Insured -- The insurance required herein shall include Enable Midstream Partners, LP, and its direct and indirect subsidiaries and affiliates, including its limited liability companies and limited partnerships, as additional insureds with respect to this Assignment and the indemnities assumed in this Assignment, as to the full limits of liability of the required coverages, and shall include language providing:

   (i)   that such insurance applies separately to each insured against whom claim is made or suit is brought; and

   (ii) that such insurance shall respond as primary insurance and shall not contribute with any other valid and collectible other insurance that may be maintained by Enable Midstream Partners, LP, its direct and indirect subsidiaries and affiliates, including its limited liability companies and limited partnerships.

d. Waiver of Subrogation - The insurance required herein shall include full waivers of subrogation in favor of Enable Midstream Partners, LP, and its direct and indirect subsidiaries and affiliates, including its limited liability companies and limited partnerships, unless and to the extent waiver of subrogation is prohibited by the law governing such insurance.

All agreements and stipulations herein contained, and all of the obligations herein assumed, shall inure to the benefit of and are binding upon the heirs, successors and assigns of the respective Parties hereto, and OSI, its successors and assigns shall have and hold the described property in full ownership.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
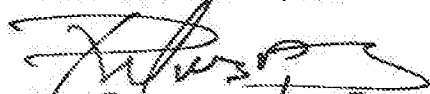
IN WITNESS WHEREOF, Enable OQ, LLC, and Overnite Software, Inc., through their respective duly authorized representatives, have executed this Assignment of Registered Trademarks and License Agreements, effective as of the 31st day of December, 2014.

TRANSFEROR:
Enable OQ, LLC

By: _Oby Risty_

Its _Sr Director_

TRANSFEREE:
Overnite Software, Inc.

By: _RALPH WEBB_

Its _VICE PRESIDENT_