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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NiSource Corporate Services Company		02/11/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Columbia Pipeline Group Services Company	
Street Address:	5151 San Felipe	
Internal Address:	Suite 2500	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77056	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	85589248	BIG PINE GATHERING SYSTEM
Serial Number:	77459562	NAVIGATES
Serial Number:	77459593	NAVIGATES
Serial Number:	85715195	PENNANT MIDSTREAM
Serial Number:	85205185	PENNSTAR PIPELINE
Serial Number:	85199783	PENNSTR PIPELINE
Serial Number:	85404910	TAKING ENERGY IN A NEW DIRECTION

CORRESPONDENCE DATA

Fax Number: 3122585600

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: 312-258-5758

Email: trademarks@schiffhardin.com
Correspondent Name: Clay A. Tillack, Schiff Hardin LLP

Address Line 1: P.O. Box 06079

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	47728 (CPG) ASSIGNMENT
NAME OF SUBMITTER:	CLAY A. TILLACK

TRADEMARK REEL: 005706 FRAME: 0340

SIGNATURE:	/Clay A. Tillack/		
DATE SIGNED:	01/11/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), dated as of February 11, 2015, is entered into by and between NiSource Corporate Services Company, a Delaware corporation ("Assignor"), and Columbia Pipeline Group Services Company, a Delaware corporation ("Assignee").

Columbia Energy Group, a Delaware corporation, CPP GP LLC, a Delaware limited liability company ("CPP"), Columbia Pipeline Group, Inc., a Delaware corporation, and Columbia Pipeline Partners LP, a Delaware limited partnership have entered into that certain Omnibus Agreement, dated February 11, 2015 (the "Omnibus Agreement"); and

In connection with Omnibus Agreement, the Assignor, has agreed to assign to the Assignee all of the Assignor's right, title and interest in and to (i) the trademark and/or service mark applications and registrations set forth on the attached Schedule 1 and (ii) the trademarks, trade names, logos and/or service marks and any associated or related marks or other indicia of origin, whether registered or unregistered, owned by Assignor or any of its Affiliates and containing the terms "BIG PINE", "MILLENNIUM PIPELINE", "NAVIGATES", "PENNANT", "PENNSTAR", or "HARDY" (collectively, the "Trademarks"), and the Assignee has agreed to acquire all right, title and interest in and to the Trademarks.

In consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree hereto as follows:

1. Definitions.

- a. "Affiliates" means (i) with respect to Assignor, any other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with Assignor, excluding CPP and any other Person that directly or indirectly through one or more intermediaries is controlled by CPP; (ii) with respect to Assignee, any Person that directly or indirectly through one or more intermediaries is controlled by CPP; (iii) with respect to any other Person, any other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with such first Person. As used herein, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of Voting Securities, by contract or otherwise.
- b. "Person" means an individual or a corporation, limited liability company, partnership, joint venture, trust, unincorporated organization, association, or governmental authority.
- c. "Voting Securities" means securities of any class of a Person entitling the holders thereof to vote on a regular basis in the election of members of the board of directors or other governing body of such Person.

-1-

- 2. <u>Assignment.</u> The Assignor hereby, absolutely and unconditionally, conveys, sells, assigns, transfers, grants and sets over unto the Assignee, all of the Assignor's worldwide rights, title and interest and benefit in and to the Trademarks, together with all rights of action, both at law and in equity with respect thereto, including all rights to sue, settle any claim, and collect all damages for any past, present, or future infringement, dilution or other violation of the Trademarks, including without limitation the goodwill of the businesses connected to the use of any of the Trademarks, the same to be held and enjoyed by the Assignee, its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by the Assignor if this sale had not been made and the Assignee does hereby accept such sale, assignment, transfer, grant, conveyance and set over.
- 3. <u>Recordation</u>. The Assignor authorizes and requests the U.S. Patent and Trademark Office, or any foreign equivalent thereto, to record the Assignee as owner of the Trademarks and of the entire title and interest in, to and under the same, for the sole use and enjoyment of the Assignee, its successors, assigns and other legal representatives.
- 4. <u>Cooperation</u>. The Assignor hereby covenants and agrees that it will communicate to the Assignee, its successors, legal representatives and assigns, any material facts (including, but not limited to, information relating to use or non-use, enforceability, or infringement of the Trademarks) known to it with respect to the Trademarks and testify in any legal proceeding, sign all lawful papers, execute all applications (including, but not limited to, powers of attorney, specific assignments, transfers and assurances), make all rightful oaths and use its reasonable best efforts at the request of the Assignee to aid the Assignee, its successors, legal representatives and assigns in obtaining and enforcing protection for the Trademarks and in enjoying the full benefits thereof.
- 5. Choice of Law; Submission to Jurisdiction. This Assignment will be subject to and governed by the laws of the State of Texas, excluding any conflicts-of-law rule or principle that might refer the construction or interpretation of this Assignment to the laws of another state. Each of the parties hereby agrees: (a) to submit to the exclusive jurisdiction of any state or federal court sitting in Houston, Texas in any action or proceeding arising out of or relating to this Assignment or the transactions contemplated hereby, (b) that all claims in respect of any such action or proceeding may be heard and determined in any such court, (c) that such Party will not bring any action or proceeding arising out of or relating to this Assignment in any other court, and (d) that such Party waives any defense of inconvenient forum to the maintenance of any such action or proceeding, and waives any bond, surety or other security that might be required of any other Party with respect to any such action or proceeding.
- 6. Entire Agreement. This Assignment and the Omnibus Agreement constitute the entire agreement of the parties relating to the matters contained herein, superseding all prior contracts or agreements, whether oral or written, relating to the matters contained herein.
- 7. Governing Law. This Assignment will be governed by and construed in accordance with the laws of the State of Texas (United States of America), without regard to principles of conflict of laws that would specify the use of other laws.

- 8. <u>Counterparts</u>. This Assignment may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
- 9. <u>Severability</u>. If any provision of this Assignment will be finally determined to be unenforceable, illegal or unlawful, such provision will, so long as the economic and legal substance of the transactions contemplated hereby is not affected in any materially adverse manner as to any Party, be deemed severed from this Assignment and the remainder of this Assignment will remain in full force and effect.

(Signature page follows.)

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the day and year first above written.

NISOURCE CORPORATE SERVICES COMPANY

Name:

Title:

Stephen P. Smith

Executive Vice President and Chief

Financial Officer

COLUMBIA PIPELINE GROUP SERVICES

COMPANY

BA: ~

Name: (

Title:

Glen Kettering
President and Chief Executive Officer

REEL: 005706 FRAME: 0345

Schedule 1

Trademarks

<u>Trademark</u>	Filing Date	Serial No.
BIG PINE GATHERING SYSTEM	April 4, 2012	85589248
MILLENNIUM PIPELINE (and design)	September 14, 2004	78483381
NAVIGATES	April 28, 2008	77459562
NAVIGATES (stylized)	April 28, 2008	77459593
PENNANT MIDSTREAM	August 28, 2012	85715195
PENNSTAR PIPELINE	December 23, 2010	85205185
PENNSTR PIPELINE (and design)	December 16, 2010	85199783
TAKING ENERGY IN A NEW DIRECTION	August 23, 2011	85404910

Schedule 1 - Page 1

TRADEMARK REEL: 005706 FRAME: 0346