

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647984

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Columbia Pipeline Group Services LLC	FORMERLY Columbia Pipeline Group Services Company	05/17/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Pennant Midstream, LLC		
Street Address:	835 Knitting Mills Way		
City:	Wyomissing		
State/Country:	PENNSYLVANIA		
Postal Code:	19610		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4645605	PENNANT MIDSTREAM	
CORRESPONDENCE DATA			
Fax Number:	2156894688		
<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:	215-981-4194		
Email:	paul.kennedy@troutman.com, theresa.catalano@troutman.com, sarah.introna@troutman.com		
Correspondent Name:	Paul J. Kennedy		
Address Line 1:	3000 Two Logan Square		
Address Line 2:	Eighteenth and Arch Streets		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2799		
ATTORNEY DOCKET NUMBER:	47093.9-PENNANT MIDSTREAM		
NAME OF SUBMITTER:	Paul J. Kennedy		
SIGNATURE:	/Paul J. Kennedy/		
DATE SIGNED:	05/19/2021		
Total Attachments: 5			
source=Trademark Assignment - Columbia Pipeline to Pennant Midstream 2021-5-17 (Fully Exed)#page1.tif			
source=Trademark Assignment - Columbia Pipeline to Pennant Midstream 2021-5-17 (Fully Exed)#page2.tif			

CH \$40.00 4645605

source=Trademark Assignment - Columbia Pipeline to Pennant Midstream 2021-5-17 (Fully Exed)#page3.tif
source=Trademark Assignment - Columbia Pipeline to Pennant Midstream 2021-5-17 (Fully Exed)#page4.tif
source=Trademark Assignment - Columbia Pipeline to Pennant Midstream 2021-5-17 (Fully Exed)#page5.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Trademark Assignment”), dated as of May 17, 2021, is made by Columbia Pipeline Group Services LLC (f/k/a Columbia Pipeline Group Services Company) (“Assignor”), a Delaware limited liability company, in favor of Pennant Midstream, LLC (“Assignee”), a Delaware limited liability company (collectively the “Parties”).

WHEREAS, under the terms of that certain Purchase and Sale Agreement by and among Columbia Midstream & Minerals Group, LLC, UGI Energy Services, LLC and, solely for the limited purposes set forth therein, UGI Corporation and TransCanada PipeLine USA Ltd., entered into as of the 2nd day of July, 2019 (the "Purchase Agreement"), the parties thereto agreed to cause the transfer of, and did transfer, certain assigned trademarks prior to the Closing (as defined in the Purchase Agreement);

WHEREAS, Assignor is the owner of the trademark as set forth on Schedule 1 hereto (the “Assigned Trademark”), and the goodwill associated therewith;

WHEREAS, the Assigned Trademark should have been transferred and assigned with the trademarks at Closing pursuant to the terms and conditions of the Purchase Agreement;

WHEREAS, Assignee wishes to obtain the Assigned Trademark, including all of Assignor’s right, title and interest in and to the Assigned Trademark and its associated goodwill;

WHEREAS, in connection therewith and to correct this oversight, the Parties desire to execute and deliver this Trademark Assignment, including, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the Assigned Trademark, including any registrations and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark

(b) all rights of any kind whatsoever of Assignor, including common law rights, accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademark to Assignee, or any assignee or successor thereto.

3. Relationship with Purchase Agreement. The transactions contemplated hereby shall not enlarge, restrict or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by any party to the Purchase Agreement of any liabilities, duties or obligations imposed thereby. In the event of any conflict or inconsistency between the terms of this Trademark Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will control.

4. Binding Effect. This Trademark Assignment shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns.

5. Governing Law; Consent to Jurisdiction; Waiver of Jury Trial.

(a) THIS TRADEMARK ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES OR PRINCIPLES.

(b) THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANOTHER PARTY IN ANY MATTER WHATSOEVER ARISING OUT OF OR IN RELATION TO OR IN CONNECTION WITH THIS TRADEMARK ASSIGNMENT. THE PARTIES HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF DELAWARE AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN DELAWARE OVER ANY DISPUTE ARISING OUT OF OR RELATING TO THIS TRADEMARK ASSIGNMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, AND EACH PARTY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH DISPUTE OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH COURTS.

THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS TRADEMARK ASSIGNMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY BROUGHT IN SUCH COURT OR ANY DEFENSE OF INCONVENIENT FORUM FOR THE MAINTENANCE OF SUCH 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 LAW.


6. Counterparts; Facsimiles; Electronic Transmission. This Trademark Assignment may be executed by the Parties in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. This Trademark Assignment may be executed by facsimile or other electronic transmission (including scanned documents delivered by email) signatures by any party and such signature shall be deemed binding for all purposes hereof, without delivery of an original signature being thereafter required.

[Signature Page Follows]

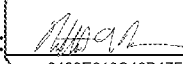
IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

COLUMBIA PIPELINE GROUP SERVICES LLC
(f/k/a Columbia Pipeline Group Services Company)
by its Sole Member Columbia Pipeline Group, Inc.

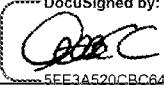
DocuSigned by:
By: 
Name: Jon A. Dobson
Title: Corporate Secretary

DS


DocuSigned by:
By: 
Name: Nathaniel A. Brown
Title: Vice-President and Controller

**AGREED TO AND ACCEPTED:
ASSIGNEE:**

PENNANT MIDSTREAM, LLC

DocuSigned by:
By: 
Name: Anthony C. Cox
Title: President

DS


Schedule 1

Assigned Trademark

Mark	Jurisdiction	Application No.	Registration No.	Registration Date
PENNANT MIDSTREAM	US	85715195	4645605	Nov. 25, 2014