

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in Patent Rights
CONVEYING PARTY DATA	
Name	Execution Date
Kinder Morgan, Inc.	05/24/2012
RECEIVING PARTY DATA	
Name:	Barclays Bank PLC
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	7899628
Patent Number:	8140273
Application Number:	12953720
Application Number:	12950118
CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
Phone:	714-540-1235
Email:	ipdocket@lw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Latham & Watkins LLP
Address Line 1:	650 Town Center Drive, Suite 2000
Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	039269-0235
NAME OF SUBMITTER:	Anna T Kwan

OP \$160.00 7899628

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), effective as of May 24, 2012 is made by KINDER MORGAN, INC., a Delaware corporation, located at 500 Dallas Street, Suite 1000, Harris, Texas 77002 (the "Company"), in favor of BARCLAYS BANK PLC, located at 745 Seventh Avenue, New York, New York 10019, as Collateral Agent (the "Collateral Agent") in connection with that certain Amended and Restated Security Agreement, dated as of May 24, 2012 (the "Security Agreement") among the Company, each of the subsidiaries of the Company party thereto and the Collateral Agent for the benefit of the Secured Parties (as defined therein).

W I T N E S S E T H:

WHEREAS, the Company is party to the Credit Agreement dated as of May 30, 2007 (as amended by Amendment No. 1, dated as of July 16, 2007, as amended by Amendment No. 2, dated as of February 10, 2012 and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Revolving Credit Agreement") among the Company, the lending institutions from time to time parties thereto, the Collateral Agent, and the other agents and entities party thereto;

WHEREAS, the Company is party to the Credit Agreement dated as of February 10, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Acquisition Debt Facilities Credit Agreement" and, together with the Revolving Credit Agreement and any Secured Refinancing Credit Facilities Agreements (as defined in the Security Agreement), the "Credit Agreements") among the Company, the lending institutions from time to time parties thereto, the Collateral Agent and the other agents and entities party thereto;

WHEREAS, (i) all or a portion of the Revolving Credit Agreement Obligations (as defined in the Security Agreement) and/or the Acquisition Debt Facilities Credit Agreement Obligations (as defined in the Security Agreement) may from time to time be replaced, refinanced or refunded by Secured Refinancing Credit Facilities Obligations (as defined in the Security Agreement) (and all or a portion of such Secured Refinancing Credit Facilities Obligations may from time to time be replaced, refinanced or refunded by other Secured Refinancing Credit Facilities Obligations) or Secured Refinanced Notes (as defined in the Security Agreement) (and all or a portion of such Secured Refinancing Notes may from time to time be replaced, refinanced or refunded by other Secured Refinancing Notes) and (ii) the Secured Refinancing Credit Facilities Obligations will be incurred under one or more Secured Refinancing Credit Facilities Agreements;

WHEREAS, pursuant to the Credit Agreements, the Revolving Lenders and the Pari Passu Lenders (collectively, the "Lenders") have severally agreed and will severally agree to make Extensions of Credit upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreements, the Company executed and delivered the Security Agreement;

WHEREAS, pursuant to the Security Agreement, the Company pledged and granted to the Collateral Agent for the benefit of the Secured Parties a continuing security

interest in certain Intellectual Property, including certain Patents and the Proceeds related thereto; and

WHEREAS, the Company has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Extensions of Credit and other financial accommodations to the Company pursuant to the Credit Agreements, the Company agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

SECTION 2. Grant of Security Interest. The Company hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default (as defined in each of the Credit Agreements) without requiring further action by either party and to be effective upon such demand, all of the Company's right, title and interest in, to and under the Patents listed on Schedule A hereto and the Proceeds related thereto (collectively, the "Collateral"), to the Agent for the benefit of the Collateral Agent and the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Company for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with their terms.

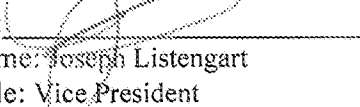
SECTION 4. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in each of the Credit Agreements and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreements or the Security Agreement, the terms of the Credit Agreements or the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date above.

KINDER MORGAN, INC.

By: 
Name: Joseph Listengart
Title: Vice President

BARCLAYS BANK, PLC
as Collateral Agent for the Secured Parties

By: _____
Name:
Title:

[Signature Page to Patent Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date above.

KINDER MORGAN, INC.

By: _____
Name: Joseph Listengart
Title: Vice President

BARCLAYS BANK, PLC
as Collateral Agent for the Secured Parties

By: Michael J. Mozer
Name: Michael J. Mozer
Title: Vice President

[Signature Page to Patent Security Agreement]

SCHEDULE A
U.S. Patents and Patent Applications

Owner	Patent	Patent or Application No.
Kinder Morgan, Inc.	System, method and program product to screen for longitudinal-seam anomalies	7,899,628
Kinder Morgan, Inc.	Program product to screen for longitudinal-seam anomalies	8,140,273
Kinder Morgan, Inc.	System to Screen for Longitudinal-Seam Anomalies	12/950,118
Kinder Morgan, Inc.	Computer-implemented method to screen for longitudinal-seam anomalies	12/953,720