

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4655406

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
FREEPORT-MCMORAN ENERGY LLC			09/16/2016
RECEIVING PARTY DATA			
Name:	MPEH LLC		
Street Address:	1615 POYDRAS STREET		
City:	NEW ORLEANS		
State/Country:	LOUISIANA		
Postal Code:	70112		
PROPERTY NUMBERS Total: 2			
Property Type	Number		
Patent Number:	7322387		
Patent Number:	7097386		
CORRESPONDENCE DATA			
Fax Number:	(225)248-3109		
<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>			
Email:	hbrown@joneswalker.com		
Correspondent Name:	MICAH J. FINCHER		
Address Line 1:	JONES WALKER LLP		
Address Line 2:	201 ST CHARLES AVE., SUITE 5100		
Address Line 4:	NEW ORLEANS, LOUISIANA 70170		
ATTORNEY DOCKET NUMBER:	46248/166022-00		
NAME OF SUBMITTER:	MICAH J. FINCHER		
SIGNATURE:	/micah j. fincher/		
DATE SIGNED:	10/24/2017		
Total Attachments: 4			
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source=Contribution and Assignment Agreement#page2.tif			
source=Contribution and Assignment Agreement#page3.tif			
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CONTRIBUTION AND ASSIGNMENT AGREEMENT

This CONTRIBUTION AND ASSIGNMENT AGREEMENT (this "Agreement"), effective as of the 16th day of September, 2016 (the "Effective Date"), is between Freeport-McMoRan Energy LLC, a Delaware limited liability company ("Parent") and MPEH LLC, a Delaware limited liability company ("Subsidiary").

RECITALS

WHEREAS, Subsidiary is a wholly-owned subsidiary of Parent;

WHEREAS, Parent desires to contribute, assign, transfer and convey all of its right, title and interest in and to certain property, and Subsidiary desires to acquire all of such right, title and interest in and to such property.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1 TRANSFER

Section 1.1 Contribution and Assignment. Parent hereby contributes, grants, transfers, conveys, assigns and delivers to Subsidiary, its successors and assigns, effective as of the Effective Date, to have and to hold forever, all of Parent's right, title and interest in and to the property listed on Exhibit A attached hereto (the "Transferred Assets").

Section 1.2 Waiver. SUBSIDIARY TAKES THE TRANSFERRED ASSETS "AS IS" AND "WHERE IS." ALL IMPLIED WARRANTIES WITH RESPECT TO THE PHYSICAL CONDITION OF THE TRANSFERRED ASSETS, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY PARENT AND EXPRESSLY WAIVED BY SUBSIDIARY. PARENT MAKES NO WARRANTY OR REPRESENTATION THAT THE TRANSFERRED ASSETS ARE FIT FOR SUBSIDIARY'S INTENDED USE OR ITS PARTICULAR PURPOSE, AND SUBSIDIARY WAIVES ANY SUCH IMPLIED WARRANTY TO WHICH IT MAY BE ENTITLED UNDER APPLICABLE LAW.

Section 1.3 Further Assurances. From time to time hereafter and without further consideration, Parent shall execute and deliver such additional or further instruments of conveyance, assignment and transfer and take such actions as Subsidiary may reasonably request in order to more effectively convey and transfer to the Subsidiary the Transferred Assets or as shall be reasonably necessary or appropriate in connection with the carrying out of Parent's obligations hereunder or the purposes of this Agreement.

Section 1.4 Successors and Assigns. This Agreement is binding upon, inures to the benefit of, and is enforceable by the parties hereto and their respective successors and assigns.

Section 1.5 Governing Law. This Agreement shall be governed by the laws of the State of New York.

Section 1.6 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed the same Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parent and Subsidiary have duly executed this Agreement as of the respective date provided below to be effective as of the Effective Date.

PARENT:

Freeport-McMoRan Energy LLC,
a Delaware limited liability company

By: 

Name: Nancy D. Parmelee

Title: Chief Financial Officer

SUBSIDIARY:

MPEH LLC,
a Delaware limited liability company

By: 

Name: Nancy D. Parmelee

Title: Vice President

EXHIBIT A-4

Patents and Trademarks

The information in the following table is current as of August 17, 2016.

Patents

Title	Pat. No.	JW Ref.	Maintenance or annuity due	Fee*
Simultaneous Development of Underground Caverns and Disposition of Materials	US 7,097,386	10680005-05	2-28-18	\$7,400
Simultaneous Development...	CA 2,536,763	10680005CA	10-14-16	\$236
Berthing Method and System	US 7,287,484	10680006	4-30-19	\$7,400
Reception, Processing, Handling and Distribution of Hydrocarbons and Other Fuels	US 7,322,387	10680007	7-29-19	\$7,400
Reception, Processing...	CA 2536937	10680007CA	9-3-16	\$239
Reception, Processing...	MX 267624	10680007MX	9-3-19	\$814

Trademarks

Mark	Reg. No.	JW Ref.	Renewal due	Fee*
MAIN PASS ENERGY HUB	3,125,837	100462-04	8-8-26	\$400
MPEH	3,046,020	100462-05	1-17-26	\$400

* U.S. fees are based on current official rates, which are subject to change. Foreign fees are based on past fee payments, which are subject to change and fluctuations in currency exchange rates.