

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest in Trademark Rights

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Kinder Morgan, Inc.		05/30/2007	CORPORATION: KANSAS

**RECEIVING PARTY DATA**

<b>Name:</b>	Citibank, N.A., as Administrative Agent
<b>Street Address:</b>	390 Greenwich Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10013
<b>Entity Type:</b>	National Association:

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	2747976	WINTER GUARD
Registration Number:	2812072	CUPP
Registration Number:	2712538	CHOICE GAS
Registration Number:	2481968	HUBAMERICA
Registration Number:	2415850	CAPP SELECT
Registration Number:	2447708	CAPP
Registration Number:	2415847	CAPP PREMIUM
Registration Number:	2415846	CAPP PLUS
Registration Number:	3126200	CAPP PLATINUM
Registration Number:	3208181	WINTER GUARD
Registration Number:	2819082	
Registration Number:	2819083	KINDER MORGAN
Registration Number:	2816418	KINDER MORGAN
Registration Number:	2587116	POWER BY THE HOUR

**CH \$390.00 2747976**

Registration Number:

2225481

EZ ENGINE

**CORRESPONDENCE DATA**

Fax Number: (202)756-9299

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 8002210770

Email: matthew.mayer@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

CSC # 947282

NAME OF SUBMITTER:

Matthew Mayer

Signature:

/Matthew Mayer/

Date:

06/13/2007

**Total Attachments: 7**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of May 30, 2007 is made by KINDER MORGAN, INC., a Kansas corporation, located at 500 Dallas Street, Suite 1000, Harris, Texas 77002 (the “Company”), in favor of CITIBANK, N.A., a national association, located at 390 Greenwich Street, New York, New York 10013, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of May 30, 2007 (as the same may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the “Credit Agreement”), among the Company and KNIGHT ACQUISITION CO., a Kansas corporation to be merged with and into the Company (collectively, “Borrower”), the Lenders, the Agent, CITIBANK, N.A., as Administrative Agent and as Collateral Agent, GOLDMAN SACHS CREDIT PARTNERS L.P., CITIGROUP GLOBAL MARKETS INC., DEUTSCHE BANK SECURITIES INC. and WACHOVIA CAPITAL MARKETS, LLC, as Co-Lead Arrangers, GOLDMAN SACHS CREDIT PARTNERS L.P., CITIGROUP GLOBAL MARKETS INC., DEUTSCHE BANK SECURITIES INC., WACHOVIA CAPITAL MARKETS, LLC, and MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, as Joint Bookrunners, GOLDMAN SACHS CREDIT PARTNERS L.P. and DEUTSCHE BANK SECURITIES INC., as Co-Syndication Agents, WACHOVIA BANK, NATIONAL ASSOCIATION and MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, as Co-Documentation Agents, and CITIBANK, N.A., as Letter of Credit Issuer.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Guarantors executed and delivered a Form of Guarantee, dated as of May 30, 2007 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee”);

WHEREAS, in connection with the Credit Agreement, the Borrower executed and delivered a Form of Pledge Agreement, dated as of May 30, 2007 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Pledge Agreement”);

WHEREAS, in connection with the Credit Agreement, the Borrower executed and delivered a Form of Security Agreement, dated as of May 30, 2007 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, and collectively with the Guarantee and Pledge Agreement, the “Security and Pledge Agreements”);

WHEREAS, pursuant to the Security and Pledge Agreements, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks and the Proceeds related thereto; and

WHEREAS, the Borrower 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 Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 6. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security and Pledge Agreements.

SECTION 7. Grant of Security Interest. The Borrower 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 without requiring further action by either party and to be effective upon such demand, all of the Borrower's right, title and interest in, to and under the Patents and the Proceeds related thereto (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Credit Agreement Obligations.

SECTION 8. Purpose. This Agreement has been executed and delivered by the Borrower 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 and Pledge Agreements and is expressly subject to the terms and conditions thereof. The Security and Pledge Agreements (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with their terms.

SECTION 9. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security and Pledge Agreements, 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 Agreement, the terms of the Credit Agreement shall govern.

SECTION 10. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 30th day of May, 2007.

KINDER MORGAN, INC.  
as Borrower

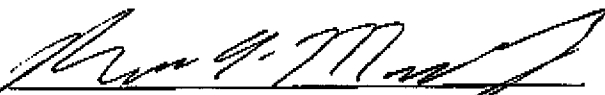
By: \_\_\_\_\_

Name: Joseph Listengart  
Title: Vice President

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

TRADEMARK  
REEL: 003560 FRAME: 0256

CITIBANK, N.A., as Collateral Agent

By: 

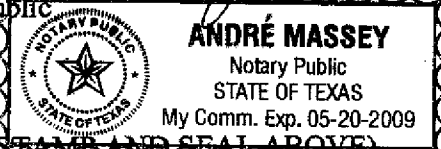
Name: **Ross A. Mac Intyre**  
Title: **Vice President**

*[Trademark Security Agreement]*

ACKNOWLEDGMENT OF BORROWER

STATE OF Texas )  
 ) ss  
COUNTY OF Harris )

On May 21, 2007, before me personally came JOSEPH LISTENGART who is personally known to me to be the VICE PRESIDENT of Kinder Morgan, Inc., a Kansas corporation; who, being duly sworn, did depose and say that she/he is the VICE PRESIDENT in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Andre Massey  
Notary Public  
  
(PLACE STAMP AND SEAL ABOVE)

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
WINTERGUARD	2,747,976
CUPP	2,812,072
CHOICE GAS	2,712,538
HUBAMERICA	2,481,968
CAPP SELECT	2,415,850
CAPP	2,447,708
CAPP PREMIUM	2,415,847
CAPP PLUS	2,415,846
CAPP PLATINUM	3,126,200
WINTERGUARD & Design	3,208,181
Lightning Bolt Design	2,819,082
KINDER MORGAN	2,819,083
KINDER MORGAN & Design	2,816,418
POWER BY THE HOUR	2,587,116
EZ ENGINE	2,225,481