

FORM PTO 1594

10-19-1998

U.S. DEPARTMENT OF COMMERCE  
PATENT AND TRADEMARK OFFICE

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HEET 1 of 2

10-14-98

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying Party(ies):

Gulf Power Company

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of name  
☐ Other

Execution Date:

December 31, 1997

## 2. Name and address of receiving party(ies):

Name: The Southern Company

Internal Address:

Street Address: 270 Peachtree Street

City: Atlanta

State: GA

Zip: 30303

☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation State Delaware☐ OtherIf assignee is not domiciled in the United States, a domestic representative designation is attached ☐ Yes ☐ No (Designations must be separate from assignment)Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or registration number(s):

## A. Trademark Application No.(s)

## B. Trademark Registration No.(s)

( 75/U38604  
 75/038606  
 75/047701  
 75/047702 )

( 1,111,117      1,413,807      1,740,433  
 1,278,459      1,726,583      1,742,017  
 1,390,330      1,726,584      1,787,257 )

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael D. Hobbs, Jr., Esq.

Internal Address: Troutman Sanders LLP

Street Address: 600 Peachtree St., NE  
Suite 5200

City: Atlanta

State: GA Zip: 30308

## 6. Total number of applications and registrations involved: 13

## 7. Total fee (37 CFR 3.41) \$ 340.00

☒ Enclosed☐ Authorized to be charged to deposit account

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael D. Hobbs, Jr.

Name of Person Signing

Signature

October 13, 1998

Date

Total number of pages comprising cover sheet 40

OMB No. 0651-0011 (exp. 4/94)

DO NOT DETACH THIS PORTION

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
 Box Assignments  
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK  
 REEL: 1800 FRAME: 0510

# TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of the 31st day of December 1997, by and between Gulf Power Company, a Maine corporation ("Assignor"), and the Southern Company, a Delaware corporation ("Assignee").

## W I T N E S S E T H

WHEREAS, Assignor has adopted and used and is the owner of marks and the applications or registrations therefore set forth on Schedule A hereto (the "Marks"); and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Marks;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer and Assignment. Assignor hereby transfers and assigns to Assignee all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, along with the right to recover for damages and profits and other remedies for past infringements of the Marks.

2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments, and to do any and all further acts, deemed necessary by Assignee to vest in Assignee all right, title and interest in and to the Marks, and to enable such right, title and interest to be recorded in the United States Patent & Trademark Office and any other appropriate governmental authority or agency of the United States.

This 31st day of December, 1997.

"ASSIGNOR"  
GULF POWER COMPANY

By: 

Name: John E. Hodges, Jr.  
Title: Vice President Marketing  
and Employee/External Affairs

# **SCHEDULE A**

## **FEDERAL**

**REGISTRATION NO./**  
**APPLICATION NO.**

**MARK**

1,111,117	GOOD CENTS HOMES
1,278,459	GOOD CENTS
1,390,330	CENTSABLE ENERGY CHECK
1,391,892	GOOD CENTS SHINE AGAINST CRIME (Cancelled)
1,392,729	COMMERCIAL CENTSABLE ENERGY ANALYSIS (Cancelled)
1,413,807	CENTSABLE CONTRACTOR
1,726,583	SUPER GOOD CENTS
1,726,584	SUPER GOOD CENTS
1,740,433	COMMERCIAL GOOD CENTS
1,742,017	COMMERCIAL GOOD CENTS
1,787,257	GOOD CENTS
75/038,604	GOOD CENTS PREMIER HOME
75/038,606	GOOD CENTS ENVIRONMENTAL HOME
75/047,701	GOOD CENTS ENVIRONMENTAL HOME
75/047,702	GOOD CENTS PREMIER HOME

115161v1

**TRADEMARK**  
**REEL: 1800 FRAME: 0512**

**FLORIDA**

916,274

GOOD CENTS HOME

115161v1