

06-28-1999

MAN 6-24-99



101077340

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

(Rev. 6-93)

TRADEMARKS ONLY

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

Tab settings → → →

To the Assistant Commissioner for Trademarks:
Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CQ, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: January 27, 1999

2. Name and address of receiving party(ies)

Name: Duquesne Energy, Inc.

Internal Address: _____

Street Address: One NorthShore Center
12 Federal Street, Suite 506

City: Pittsburgh State: PA ZIP: 15212

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Pennsylvania
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document 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)

2,127,328, registered January 6, 1998

Additional numbers attached? Yes No

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

Name: Richard L. Byrne

Internal Address: Webb Ziesenheim Logsdon

Orkin & Hanson, P.C.

Street Address: 700 Koppers Building

436 Seventh Avenue

City: Pittsburgh State: PA ZIP: 15219-1818

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach triplicate 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.

Richard L. Byrne
Name of Person Signing
Registration No. 28,498


Signature

June 21, 1999
Date

Total number of pages including cover sheet, attachments and document

5

Mail documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
Crystal Gateway 4, Room 335, Washington, D.C. 20231

TRADEMARK
REEL: 001919 FRAME: 0835

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is made and entered into this 27th day of January, 1999, by CQ INC., a Delaware corporation ("Assignor"), in favor of DUQUESNE ENERGY, INC., a Pennsylvania corporation ("Assignee").

BACKGROUND

A. Assignor owns the trademarks, trademark registrations and applications for registration of trademarks identified and set forth in Exhibit A attached hereto (collectively, the "Trademarks"), and the good will of the business associated with the Trademarks.

B. Pursuant to a certain Technology Purchase Agreement between Assignor and Assignee, dated as of October 5, 1998, as such agreement may be amended (the "Agreement"), Assignor agreed to assign to Assignee its entire right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to recover for damages and profits for past infringements thereof.

C. Pursuant to the Agreement, Assignee is a successor to that portion of Assignor's business to which the Trademarks sought to be registered pertain, such business being ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and delivers to the Assignee, the entire right, title and interest of Assignor in and to the Trademarks, and all registrations therefore for the United States and throughout the world, together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to recover for damages and profits for past infringements thereof.

Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks to record Assignee as the owner of, and to issue in accordance with this instrument, all of the Trademarks.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts and the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Trademark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

This instrument shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

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

CQ INC.

By: Clark D. Harrison

Name: Clark D. Harrison

Title: President

EXHIBIT A

I. Trademark Registrations

Registrant: CQ Inc.
Reg. No.: 2,127,328
Reg. Date: January 6, 1998
Mark: E-Fuel®