

10-04-1999



101160658

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

9-30-99
99 SEP 30 11:24

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

10/01/1999 JSHABAZZ 00000017 75545926

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001969 FRAME: 0162

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

[Redacted Name Field]

Address (line 1)

[Redacted Address Line 1 Field]

Address (line 2)

[Redacted Address Line 2 Field]

Address (line 3)

[Redacted Address Line 3 Field]

Address (line 4)

[Redacted Address Line 4 Field]

Correspondent Name and Address

Area Code and Telephone Number

(312) 641-6888

Name

Michael P. Kailus

Address (line 1)

Pedersen & Houpt

Address (line 2)

161 North Clark Street

Address (line 3)

Suite 3100

Address (line 4)

Chicago, Illinois 60601-3224

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

3

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/545926		
75/546444		

Number of Properties

Enter the total number of properties involved.

#

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

65.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Michael P. Kailus

Name of Person Signing

Michael Kailus

Signature

9/28/99

Date Signed

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Trademark Assignment"), dated as of September 17, 1999, is made by Bison Valve, L.L.C., an Illinois limited liability company ("Assignor") in favor of Blue Rhino Corporation, a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of the following trademarks and trademark applications (the "Trademarks") now registered or on file with the United States Patent and Trademark Office:

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
"Bison"	75/545926	
Bison Design	75/546444	

WHEREAS, Assignee is acquiring certain assets of Assignor pursuant to an Asset Purchase Agreement dated concurrently herewith between Assignor and Assignee;

WHEREAS, Assignor desires to convey to Assignee all of Assignor's right, title and interest in and to the trademark referred to herein in accordance with the terms of this Trademark Assignment; and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to trademark.

AGREEMENT:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

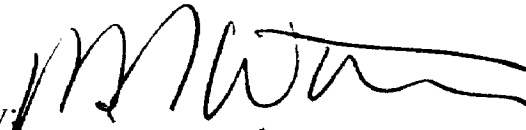
1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to (i) the Trademarks referred to herein including all existing and future registrations of such Trademarks and all renewals thereof; (ii) the good will of Assignor's business related to or symbolized by said Trademarks; (iii) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect to the Trademarks, including, without limitation, payments under all licenses entered into in connection with the Trademarks and all damages and payments for past and future infringements of the Trademarks; (iv) the right to sue for past, present and future infringements of the Trademarks,

and (v) all other rights and benefits corresponding to the Trademarks.
Subsections (i)-(iv) above are collectively referred to herein as the "Trademarks."

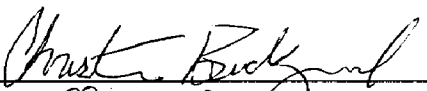
2. Assignee hereby accepts the assignment of the Trademarks subject to the terms of this Trademark Assignment.
3. At Assignee's reasonable request and without further consideration, Assignor will execute and deliver such other instruments and take such other action as Assignee may request for the consummation or documentation of the assignment of the Trademarks. Assignor acknowledges that in addition to the Trademarks referred to herein, Assignor agrees to execute and deliver, at Assignee's cost, such other instruments and documents and to take such other action as Assignee may reasonably request to consummate the assignment of the Trademarks.

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

BISON VALVE, L.L.C.

By: 
Its: President

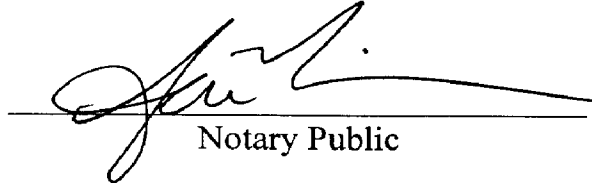
ATTEST:

By: 
Its: Office Manager

STATE OF ILLINOIS)
) ss
COUNTY OF)

I, Avesha K. Michael, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Michael Waters and Christine Bridgood as president and office Manager of Bison Valve, L.L.C., who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, respectively appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 17th day of February, 1999.


Notary Public

My Commission Expires: _____

