

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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**

Merger Effective Date
Month Day Year

Change of Name

Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name UNIFLAME, INC.

Execution Date
Month Day Year
03300000

Formerly _____

Individual General Partnership Limited Partnership **Corporation** Association

Other _____

Citizenship/State of Incorporation/Organization Illinois

Receiving Party

Mark if additional names of receiving parties attached

Name BLUE RHINO CORPORATION

DBA/AK/A/T/A _____

Composed of _____

Address (line 1) 103 Cambridge Plaza Drive

Address (line 2) _____

Address (line 3) Winston-Salem North Carolina 27104
City State/Country Zip Code

Individual General Partnership Limited Partnership **Corporation** Association

Other _____

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.)

Citizenship/State of Incorporation/Organization Delaware

FOR OFFICE USE ONLY

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

700000734

REEL: 002039 FRAME: 0405

FORM PTO-1618B
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

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)

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

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.

Sheila Beary Quinn
Name of Person Signing

Sheila Beary Quinn
Signature

May 5, 2000
Date Signed

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made this 30th day of March, 2000, by and between Uniflame, Inc., an Illinois corporation ("Assignor"), and Blue Rhino Corporation, a Delaware corporation ("Assignee").

RECITALS:

A. Assignor is the owner of the following trademarks now registered or pending registration in the United States Patent and Trademark Office (collectively, such trademark registrations and applications and the worldwide common law trademark rights and goodwill associated therewith are referred to hereinafter as the "Trademarks"):

Trademark	Registration No.	Date of Registration
UNIGRILL	2,243,212	5/4/1999
GARDENART	2,191,603	9/22/1998
UNIFLAME	2,140,530	3/3/1998
DURACLAY	2,059,459	5/6/1997

Trademark	Serial No.	Filing Date
OEM-DIRECT	75-451316	3/16/1998
FLAMEMASTER	75-275035	4/12/1997

B. Assignee is acquiring certain assets of Assignor pursuant to that certain Asset Purchase Agreement dated March 31, by and among Assignor and Assignee, Mac McQuilkin and James E. Harris (the "Asset Purchase Agreement").

C. Pursuant to the Asset Purchase Agreement, Assignor is required to convey to Assignee all of Assignor's right, title and interest in and to the Trademarks in accordance with the terms of this Assignment.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, including the consideration set forth in the Asset Purchase Agreement, 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 (a) the Trademarks referred to herein including all existing and future registrations of the Trademarks and all renewals thereof; (b) the good will of Assignor's business related to or symbolized by the Trademarks; (c) 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; (d) the right to sue for past, present and future infringements of the Trademarks; and (e) all other rights and benefits corresponding to the Trademarks.

2. The Assignor represents and warrants to the Assignee that (a) Assignor has good right, title, and interest to the Trademarks; (b) Assignor has not previously transferred, assigned, or licensed any of its right, title or interest in the Trademarks; and (c) Assignor will warrant and defend the Trademarks and all rights herein assigned to Assignee against the lawful claims and demands of all others.

3. Assignee hereby accepts the assignment of the Trademarks subject to the terms of this Assignment.


4. 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, 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.

5. The rights and obligations of Assignor and Assignee shall be binding upon and inure to the benefit of their respective heirs, personal representatives, successors and assigns.

[Remainder of Page Intentionally Left Blank]

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

UNIFLAME, INC.

By 
Its CEO / President

BLUE RHINO CORPORATION

By Mark Costantini
Its CEO

STATE OF ILLINOIS,
COUNTY OF COOK) SS

I, Richard A Sugar, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT MALCOLM McQUILKIN, the CEO/President of Uniflame, Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 30 day of MARCH, 2000.



Richard A. Sugar
Notary Public

STATE OF North Carolina)
COUNTY OF Forsyth) SS

I, Abbye R. Caudle, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Mark Costaneda, the Chief Financial Officer of Blue Rhino Corporation, a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 31st day of March, 2000.

Abbye R. Caudle
Notary Public

My Commission Expires:

