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To the Honorable Commissioner of Pat

ched original document(s) or cop(ies).

Submission Type

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

Conveyance Type

- Assignment
- Security Agreement
- Merger
- License
- Nunc Pro Tunc Assignment
- Effective Date _____
- Change of Name _____
- Other _____



10-13-2000

U.S. Patent & TMO/TM Mail Rcpt Dt. #01

Conveying Party

Name Engage Energy US, L.P. Execution Date October 2, 2000
 Individual General Partnership Limited Partnership Corporation Association Other _____
 Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Name Engage Energy America Corp.
 DBA/AKA/TA _____
 Address (line 1) 1333 West Georgia, 15th Floor
 Address (line 2) Vancouver British Columbia, Canada V6C 3M8
 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 domestic representative should be attached. (Designation must be a separate document from Assignment)
 Corporation Association
 Other _____
 Citizenship/State of Incorporation/Organization Delaware

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____
 Address (line 1) _____

Correspondent Name and Address

Area Code and Telephone Number 713 221 1377

Name Albert B. Kimball Jr.
 Address (line 1) Bracewell & Patterson, L.L.P.
 Address (line 2) 711 Louisiana, Suite 2900
 Address (line 3) Houston, Texas 77002

Pages Enter the total number of pages of the attached conveyance document including any attachments 4

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

Mark if additional numbers attached

Either enter the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers)

Trademark Application Number (s) Registration Number(s)
 75/978,582; 75/978,027; 75/245,426; 2,333,420
 75/245,421; 75/244,298; 75/219,503

Number of Properties Enter the total number of properties involved. 7

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$190.00

Method of Payment: Enclosed Deposit Account Authorization to charge additional fees: Yes No

Deposit Account Number-enter for payment by deposit account or if additional fees can be charged to the account 500259

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.

Albert B. Kimball Jr.
 Name of Person Signing

Signature

10/19/00
 Date Signed

TRADEMARK ASSIGNMENT AND AGREEMENT

WHEREAS, ENGAGE ENERGY US, L.P., a partnership organized and existing under and by virtue of the laws of Delaware ("Assignor"), owns in the United States certain rights in, and has adopted and used in business in the United States, and has filed applications to register in the United States Patent and Trademark Office, certain trademarks which are set forth in the attached Schedule of Marks (the "Marks"); and

WHEREAS, ENGAGE ENERGY AMERICA CORP., formerly WESTCOAST GAS SERVICES DELAWARE (AMERICA) INC., a corporation organized and existing under and by virtue of the laws of Delaware ("Assignee"), desires to acquire all of the right, title, and interest of Assignor in and to the Marks, the applications to register the Marks, any registrations received for the Marks, any renewals and extensions that may be granted thereon, the goodwill of the business connected therewith, the right to use the Marks in Assignee's trade names and corporate names, and the right to sue for and be entitled to any damages for infringement of the Marks (collectively, the "Trademark Rights");

THEREFORE, BE IT KNOWN that for the good and valuable consideration as set forth in a separate agreement between Assignor and Assignee, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the Marks and the Trademark Rights effective as of the "Effective Date" as such term is defined in that certain Amended and Restated Engage Purchase and Sale Agreement dated October 2, 2000, among the parties and certain of their affiliates (the "Effective Date").

2. Assignee hereby accepts the assignment of the Marks and the Trademark Rights. Assignee shall have the right to sue for and be entitled to any damages for infringement of the Marks whether such infringement occurred before or after the Effective Date, and Assignee assumes all liabilities arising before the Effective Date with respect to the Marks and Trademark Rights. Assignee acknowledges that Engage Energy Canada, L.P. and Engage Energy Canada, Inc. have rights in the Marks in Canada.

3. Assignor agrees to take, at Assignee's expense, whatever further action is reasonably requested by Assignee to properly and fully effect and perfect the transfer to Assignee of Assignor's right, title and interest in and to the Marks and the Trademark Rights, to set forth and establish the chain of title to the Marks, and to set forth and establish the first use of the Marks in the United States by Assignor. For example, without limitation, Assignor agrees to execute assignments to Assignee regarding the Marks as may be required in proceedings brought by Assignee for registrations of the Marks throughout the world.

4. Assignor agrees to change its name within five (5) Business Days after the Effective Date to not include the word "Engage" and to use commercially reasonable efforts as of the later of the Closing Date or Effective Date to begin conducting business in its new name. In consideration of the Assignment herein granted, Assignee grants Assignor and its general partner a limited, non-exclusive, royalty-free license for a period of 60 days from the Effective Date to use the Marks. During its use of the Marks, Assignor will use commercially reasonable efforts to protect the goodwill associated with the Marks and will use the Marks in accordance with the

same standards of quality used by Assignor in connection with the Marks while it was owner of the Marks. As of the later of the Closing Date or the Effective Date, Assignee shall cease advertising under the Marks, except for advertising and announcing the change of its name.


5. As of the Closing Date, Assignor represents that it is not aware of any past or current unsatisfied obligations or liabilities associated with the Marks and that it has not received any claim that Assignor's use of any of the Marks infringe upon the trademark rights of any third party, except for opposition from Occidental Petroleum Ltd. with respect to the Oval Device.

6. Defined terms used herein shall have the meanings ascribed to them in the Amended and Restated Engage Purchase and Sale Agreement dated September 30, 2000, among the parties and certain of their affiliates (the "PSA"), unless defined otherwise herein.

7. This Agreement shall govern in the event of any conflict between it and the PSA.

8. This Trademark Assignment and Agreement shall be governed by the internal laws of the State of Texas, without reference to its conflicts of law principles.

**ENGAGE ENERGY US, INC. as the
General Partner of Engage Energy US, L.P.**

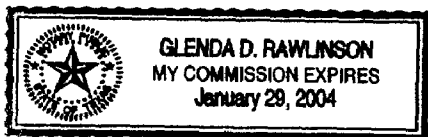
By: 
James C. Dyer, IV
President and Chief Executive Officer


STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared James C. Dyer, IV, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me under oath that such person executed the same as the act and deed of ENGAGE ENERGY US, L.P., as President and Chief Executive Officer of ENGAGE ENERGY US, INC., the general partner of ENGAGE ENERGY US, L.P., and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office, this 2nd day of October, 2000.




Notary Public in and for the State of Texas
Printed Name: Glenda D. Rawlinson
My Commission Expires: 1/29/2004

ACCEPTED AND AGREED TO AS OF THIS 2ND DAY OF OCTOBER, 2000, BY:

**ENGAGE ENERGY AMERICA CORP., FORMERLY
WESTCOAST GAS SERVICES DELAWARE (AMERICA) INC.**

By:  _____

Name: David G. Unruh

Title: Authorized Officer

SCHEDULE OF MARKS

TRADEMARK	REGISTRATION/ SERIAL NO.	ISSUE/FILING DATE
ENGAGE	2,333,420	March 21, 2000
ENGAGE AND DESIGN	75/978,582	February 21, 1997
OVAL DEVICE	75/978,027	February 21, 1997
ENGAGE AND DESIGN	75/245,426	February 21, 1997
OVAL DEVICE	75/245,421	February 21, 1997
ENERGY FOR LIFE	75/244,298	February 19, 1997
ENGAGE	75/219,503	December 27, 1996