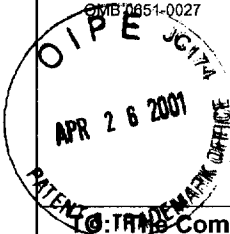


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RECORDATION FORM COVER SHEET TRADEMARKS ONLY



TO: TRADE 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 Change of Name
 - Other _____
- Effective Date
Month Day Year
Apr. 25 2001

Conveying Party

Mark if additional names of conveying parties attached

Name DELMARVA POWER AND LIGHT COMPANY Execution Date
Month Day Year
Apr. 25, 2001

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware and Virginia

Receiving Party

Mark if additional names of receiving parties attached

Name CONNECTIV

DBA/AKA/TA _____

Composed of _____

Address (line 1) 800 King Street

Address (line 2) _____

Address (line 3) Wilmington Delaware _____

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 Delaware

FOR OFFICE USE ONLY

05/17/2001 1:00:00 PM 00000297 050219 2065369

01 02:45:11 45.00 01

02 03:40:28 45.00 01

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: 002294 FRAME: 0590

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.

Irah H. Donner

Name of Person Signing

Signature

April 26, 2001

Date Signed

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT AGREEMENT, made as of the 25th day of April, 2001, between **DELMARVA POWER AND LIGHT COMPANY** ("Assignor"), a Delaware and Virginia corporation, with an address at 800 King Street, Wilmington, DE and **CONECTIV**, a Delaware corporation, with an address at 800 King Street, Wilmington DE ("Assignee").

W I T N E S S E T H

WHEREAS, Assignor is the owner of the right, title and interest in the trade name and the trademark or service mark **ENERWISE** and any trademarks, trade names or service marks that include the mark **ENERWISE**, whether registered or unregistered, together with any United States federal or state or foreign registrations or applications therefor, including Registration No. 2,285,369 issued by the United States Patent and Trademark Office (the "PTO") on October 12, 1999 and Registration No. 2,191,335 issued by the PTO on September 22, 1998 (collectively, the "Trademark");

WHEREAS, Assignor desires to assign the Assignee all of Assignor's right, title and interest in and to the Trademark and the goodwill associated therewith;

WHEREAS, Assignee desires to acquire and accept all of Assignor's right, title and interest in and to the Trademark and the goodwill associated therewith;

WHEREAS, Assignor has agreed to transfer the Trademark and the goodwill associated therewith to Assignee by dividend to Assignee;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Trademark, together with the goodwill of the business which is symbolized by the Trademark and the right to sue and recover any damages and profits and all other remedies for past, present or future infringements thereof.

2. Acceptance of Assignment. Assignee hereby accepts the foregoing assignment.

3. Covenants. Assignor covenants to execute at Assignee's request all other actions and to execute and deliver all additional instruments and documents which Assignee may deem necessary or desirable to effect and perfect the transfer described herein, and to make this Assignment of record in the PTO and trademark offices in foreign countries and otherwise to make this Assignment fully effective and to enable Assignee to enjoy to the fullest extent the rights, title and interests herein conveyed in the United States and foreign countries.

4. Power of Attorney. Assignor hereby authorizes its attorneys, Assignee and Assignee's attorneys, or any of them, to execute any and all documents on its behalf in the

event of its future inability, unavailability or unwillingness to execute such documents, in order to perfect Assignee's rights in and to the Trademark.

5. Recordation. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States, and the equivalent functionary in every foreign country, to issue any and all registrations for the Trademark in the name of the Assignee.

6. Miscellaneous.

(a) Controlling Law. This Trademark Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed and construed in accordance with the laws of the State of Delaware.

(b) Binding Nature of Agreement. This Trademark Assignment shall be binding upon Assignor and its successors and assigns and inure to the benefit of the Assignee and its successors and assigns.

STATE OF DELAWARE :
 :
COUNTY OF New Castle : SS.

I, DIANA C. DeANGELIS, a Notary Public, in and for the State and County aforesaid, do hereby certify that on this 25th day of April, 2001, appeared before me T. S. SHAW, to me personally known, who, being by me duly sworn, did say that he/she is the PRESIDENT of CONECTIV, a Delaware corporation, and that said instrument was signed on behalf of said company by authority of its stockholders and said PRESIDENT acknowledged said instrument to be the free act and deed of said company.

Subscribed and sworn to before me this 25th day of April, 2001.

Diana C. DeAngelis
Notary Public DIANA C. DeANGELIS
[seal] NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires Sept. 28, 2004