

05-14-2001



101715133

RECORDATION FORM COVER SHEET TRADEMARKS ONLY



U.S. 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

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

FOR OFFICE USE ONLY

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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: 0596

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,285,369"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,191,335"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

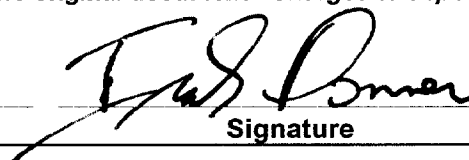
No

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 **CONECTIV SOLUTIONS LLC**, ("Assignor"), a Delaware limited liability company, with an address at 800 King Street, Wilmington, DE and **VIGILLEN, INC.**, a Delaware corporation, with an address at 511 Schoolhouse Road, Suite 200, Kennett Square ("Assignee").

W I T N E S S E T H

WHEREAS, Assignor is the owner by assignment from Conectiv, a Delaware corporation ("Conectiv") of Conectiv's entire 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; and

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;

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.

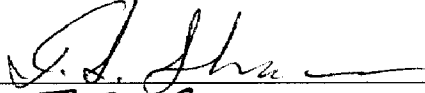
6. Miscellaneous.

(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.

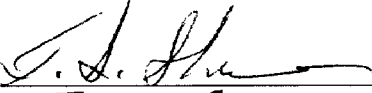
(b) Binding Nature of Agreement. This Trademark Assignment shall be binding upon Assignor and its successors and assigns and inure to the benefit of the Assignee and its successors and assigns.

Signed at _____, this 25th day of April, 2001.

CONECTIV SOLUTIONS LLC

By: 
Name: T.S. SHAW
Title: PRESIDENT

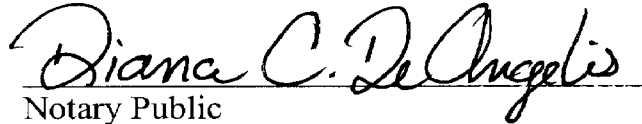
VIGILLEN, INC.

By: 
Name: T.S. SHAW
Title: PRESIDENT

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 VIGILLEN, INC., a Delaware corporation and that said instrument was signed on behalf of said corporation by authority of its shareholders and said PRESIDENT acknowledged said instrument to be the free act and deed of said corporation.

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



Notary Public

[seal]

DIANA C. DeANGELIS

NOTARY PUBLIC

STATE OF DELAWARE

My Commission Expires Sept. 28, 2004

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 SOLUTIONS LLC, a Delaware limited liability company, and that said instrument was signed on behalf of said company by authority of its sole member 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
[seal] **DIANA C. DeANGELIS**
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires Sept. 28, 2004