

12/20/01

01-23-2002



To the Honorable Commiss

original document or certified copy thereof

1. Name of conveying Party(ies):

101956042

Name of receiving Party(ies):

Enova Energy, Inc.

Name: Energy America L.L.C.

Internal Address:

Street Address: c/o Direct Energy Marketing Limited
25 Sheppard Avenue West, Suite 1400
Toronto, Ontario M2N6S6
Attention: General Counsel

City: State Zip Code

Individual Association

General Partnership Limited Partnership

X Corporation- State - California

Other

Additional name(s) of conveying party(ies) attached? Yes No

Individual(s) Citizenship

Association

General Partnership

Limited Partnership

Corporation-State

X Other Delaware Limited Liability Company

3. Nature of conveyance:

X Assignment Merger

Security Agreement Change of Name

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:

(Designations must be a separate document from Assignment) Yes No X

Additional name(s) & address(es) attached? Yes No X

Execution Date: January 5, 2001

4. Application number(s) or registration number(s):

B. Trademark Registration No(s)

A. Trademark Application No(s)

2,454,446

2,436,221

Additional sheet attached? Yes No X

5. Name and address of party to whom correspondence concerning this matter should be mailed:

Bingham B. Leverich, Esq.
Covington & Burling
1201 Pennsylvania Avenue, N.W.
Washington, D.C. 20004-2401

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

Enclosed

X Authorized to be charged to deposit account

Attorney Docket No. 027529.00004

8. Deposit Account No.: 03-3412

DO NOT USE THIS SPACE

9. 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.

Hugh N McIntosh
Name of Person Signing

[Signature]

Signature

December 11, 2001
Date

01/23/2002 JTL/BJE 08000016 033412 2454446 40 00 CH 2500 CH 01 FC:401 02 FC:402

**ASSIGNMENT OF MARKS**

**THIS ASSIGNMENT OF MARKS**, dated January 5, 2001, is by and between Enova Energy, Inc., a California corporation ("Assignor"), and Energy America L.L.C., a Delaware limited liability company ("Assignee").

**WHEREAS**, Assignor is the owner of the marks identified in Schedule A attached hereto (the "Marks") and of pending applications for federal registration of the Marks as identified in Schedule A attached hereto; and

**WHEREAS**, pursuant to a License Agreement dated as of May 26, 1998, Assignor granted to Sempra Energy Trading Corp., a Delaware limited liability company ("Sempra Trading"), an exclusive right and license to use the Marks; and

**WHEREAS**, pursuant to a Sublicense Agreement dated as of May 26, 1998, Sempra Trading granted to Assignee the right to use the Marks in connection with the business of Energy America;

**NOW, THEREFORE**, for ten (10) dollars, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. **Assignment and Transfer.** As of the Effective Date (as defined below), Assignor assigns and transfers to Assignee, its successors and assigns, and Assignee accepts the assignment of, (a) all of Assignor's right, title and interest in and to the Marks and the federal registration applications thereof, identified in Schedule A attached hereto, together with the good will of the business associated with, and symbolized by, the said Marks, and (b) any and all rights to sue for and collect damages arising from any unauthorized use, including any infringement, on or prior to the date hereof, of the Marks, for the use and benefit of Assignee, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. **Further Actions.** Assignor hereby agrees that it will not object to any lawful action taken by Assignee in connection with the enforcement of, or the legal protection of, any right, title or interest in and to the Marks transferred and assigned to Assignee hereunder, and agrees that Assignee shall have full right of substitution for Assignor in any and all such actions. Assignor further covenants and agrees, at the reasonable request of Assignee and at no additional cost to Assignor, to promptly execute and deliver any further document and to do any such thing necessary to enable Assignee to become the registered owner of the Marks and to secure the benefit of the rights hereby assigned.

3. Applicable Law. This Assignment shall be governed by the laws of the State of California without regard to principles of conflicts of law.

4. Effective Date. This Assignment is effective as of the closing of the transactions contemplated by the Purchase Agreement dated as of December 12, 2000 by and among Centrica plc, Sempra Energy Trading Corp. and Sempra Energy Information Solutions (the "Effective Date").

Sent by: LOWENSTEIN SANDLER /S

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01/09/01 15:26; JnlFax #960; Page 6/44

JAN-05-2001 16:02

GONZALEZ-SPEIR SEMPRO SD

001 619 696 4443 P.11

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be duly executed as of the Effective Date first above-written.

ENOVA ENERGY, INC.

By: [Signature]  
Name: Charles A. McMonagle  
Title: Vice President and Treasurer

ENERGY AMERICA L.L.C.

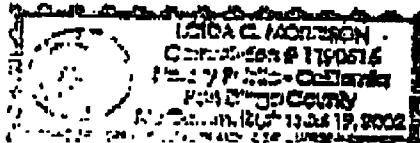
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of California }  
County of San Diego }

On 5th day of January, 2001, before me, the undersigned Notary Public, personally appeared Charles A. McMonagle known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon whose behalf of which the person acted, executed the instrument.

[Signature]  
Notary Public

My commission expires: 7/19/2002



Sent by: LOWENSTEIN SANDLER /@

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IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be duly executed as of the Effective Date first above-written.

ENOVA ENERGY, INC.

By: \_\_\_\_\_  
Name:  
Title:

ENERGY AMERICA L.L.C.

By:  \_\_\_\_\_  
Name:  
Title:

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon whose behalf of which the person acted, executed the instrument.

\_\_\_\_\_  
Notary Public.

My commission expires: \_\_\_\_\_

SCHEDULE A

<u>MARK</u>	<u>APPLICATION SERIAL NO.</u>
ENERGY AMERICA	75/602,603
ENERGY AMERICA EA & Design	75/611,127