

02-28-2002

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(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings ⇨ ⇨ ⇨



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

101997055

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Enron Corp.

2-28-02

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: December 3, 2001

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank

Internal

Address:

Street Address: 270 Park Avenue

City: New York State: NY Zip: 10017

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

See Schedule A-1 attached hereto

B. Trademark Registration No.(s)

See Schedule A-1 attached hereto

Additional number(s) attached  Yes  No

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

Name: Jackie Lee

Internal Address: Access Information Services

Street Address: 1773 Western Avenue

P.O. Box 3709

City: Albany State: NY Zip: 12203

6. Total number of applications and registrations involved:

123

7. Total fee (37 CFR 3.41).....\$ 3090.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Moon sun Kang

Name of Person Signing

Signature

January 30, 2002

Date

Total number of pages including cover sheet, attachments, and document: 14

02/28/2002 DBYRNE 00000230 78067899

01 FC:481  
02 FC:482

40.00 OP  
3050.00 OP

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 002449 FRAME: 0115

**SCHEDULE A-1 TO TRADEMARK SECURITY AGREEMENT**

Mark	Serial No.	Filing Date	Registration No.	Registration Date
<b>Enron Corp.</b>				
ALLSOURCE	78/084,899	09/21/2001		
ASK WHY	75/899,352	01/19/2000		
ASKWHY.COM	75/898,988	01/19/2000		
CLEAN ENERGY SOLUTIONS	75/493,852	06/01/1998	2,482,810	08/28/2001
CLICK AT HOME	78/024,193	09/01/2000		
COMMUNITY 101	75/542,379	08/26/1998	2,443,102	04/10/2001
EARTH SMART	74/544,912	06/29/1994	1,978,854	06/04/1996
EARTH SMART	75/426,396	01/30/1998		
EARTH SMART	75/426,397	01/30/1998	2,507,359	11/13/2001
EARTH SMART RENEWABLE ENERGY & DESIGN	75/668,070	03/25/1999	2,446,932	04/24/2001
EDIRECTFINANCE	76/066,467	06/08/2000		
EDIRECTFINANCE	76/066,434	06/08/2000		
EDIRECTFINANCE.COM	76/066,435	06/08/2000		
E MEET & DESIGN	78/035,860	11/17/2000		
ENBANK	75/677,863	04/08/1999	2,316,789	02/08/2000
ENDMBANK	75/677,602	04/08/1999	2,332,385	03/21/2000
ENERGY ANALYZER	78/077,081	08/02/2001		
ENDLESS POSSIBILITIES	75/200,920	11/20/1996	2,148,371	03/31/1998
ENDLESS POSSIBILITIES	75/200,922	11/20/1996	2,270,965	08/17/1999
ENRON	73/747,473	08/22/1988	1,568,733	11/28/1989
ENRON	74/709,948	08/02/1995	2,056,708	04/29/1997
ENRON	78/072,654	07/06/2001		
ENRON	78/072,656	07/06/2001		
ENRON	78/072,657	07/06/2001		
ENRON	78/072,658	07/06/2001		
ENRON	78/072,661	07/06/2001		
ENRON	78/072,663	07/06/2001		
ENRON	78/071,306	06/27/2001		
ENRON BROADBAND SERVICES	75/917,946	02/14/2000		
ENRON CLEAN CHOICE BIZMIX	78/031,035	10/17/2000		
ENRON COMMUNICATIONS	75/770,628	08/06/1999		
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ENRON CORP	78/072,675	07/06/2001		
ENRON CORP	78/072,673	07/06/2001		
ENRON CORP	78/072,671	07/06/2001		
ENRON CORP	78/072,668	07/06/2001		
ENRON CORP	78/072,665	07/06/2001		
ENRON CORP	78/071,312	06/27/2001		
ENRON DIRECT	78/048,651	02/15/2001		
ENRON EARTH SMART BIZMIX	78/023,308	08/28/2000		
ENRON EARTH SMART POWER	75/426,398	01/30/1998	2,266,560	08/03/1999
ENRON EARTH SMART WIND	78/058,925	04/17/2001		
ENRON ENERGY ANALYZER	78/077,077	08/02/2001		
ENRON ENERGY PORTFOLIO	78/048,035	02/13/2001		
ENRON ENPOWER	78/048,039	02/13/2001		
ENRON ENPOWER PLUS	78/048,043	02/13/2001		
ENRON ENTELLIGENCE	78/048,051	02/13/2001		
ENRON ENTRUST	78/048,046	02/13/2001		
ENRON ENVEST	78/048,047	02/13/2001		
ENRON FIELD	75/682,256	04/13/1999		
ENRON FIELD	75/681,626	04/13/1999		
ENRON FIELD	75/681,630	04/13/1999		
ENRON FIELD	75/682,104	04/13/1999		
ENRON FIELD	75/682,287	04/13/1999		
ENRON FIELD	75/681,424	04/13/1999		
ENRON FIELD	75/682,259	04/13/1999		
ENRON FIELD	75/682,253	04/13/1999		
ENRON FIELD	75/682,255	04/13/1999		
ENRON FIELD	75/682,258	04/13/1999	2,507,623	11/13/2001
ENRON FIELD	75/681,631	04/13/1999	2,493,183	09/25/2001
ENRON FIELD	75/681,633	04/13/1999		
ENRON FIELD & DESIGN	75/739,473	06/29/1999		
ENRON FIELD & DESIGN	75/738,914	06/29/1999		
ENRON FIELD & DESIGN	75/739,454	06/29/1999		
ENRON FIELD & DESIGN	75/739,545	06/29/1999		
ENRON FIELD & DESIGN	75/738,861	06/29/1999		

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ENRON FIELD & DESIGN	75/739,450	06/29/1999		
ENRON FIELD & DESIGN	75/739,474	06/29/1999		
ENRON FIELD & DESIGN	75/738,860	06/29/1999		
ENRON FIELD & DESIGN	75/738,931	06/29/1999		
ENRON FIELD & DESIGN	75/738,932	06/29/1999	2,518,158	12/11/2001
ENRON FIELD & DESIGN	75/738,933	06/29/1999		
ENRON GREEN LIGHT	78/022,845	08/24/2000		
ENRON INTELLIGENT NETWORK	75/779,396	08/18/1999		
ENRON METALS	78/035,637	11/16/2000		
ENRON NET WORKS	76/027,071	04/17/2000		
ENRONONLINE	75/832,533	10/26/1999		
ENRONONLINE.COM	75/832,577	10/26/1999		
ENRON POWER BLAST	75/748,905	06/29/1999	2,364,444	07/04/2000
ENRON SCORECARD	78/048,037	02/13/2001		
ENRON WIND 1.5 & DESIGN	78/012,517	06/13/2000		
ENRON WITH FANCIFUL E	75/186,716	10/24/1996	2,162,797	06/02/1998
ENRON WITH FANCIFUL E	75/186,717	10/24/1996	2,272,620	08/24/1999
ENRON WITH FANCIFUL E	78/072,684	07/06/2001		
ENRON WITH FANCIFUL E	78/072,685	07/06/2001		
ENRON WITH FANCIFUL E	78/072,688	07/06/2001		
ENRON WITH FANCIFUL E	78/072,692	07/06/2001		
ENRON WITH FANCIFUL E	78/072,693	07/06/2001		
ENRON WITH FANCIFUL E	78/072,695	07/06/2001		
ENRON WITH FANCIFUL E	78/072,695	07/06/2001		
ENRON WITH FANCIFUL E	78/071,365	06/27/2001		
ENRON WITH FANCIFUL E	78/072,695	07/06/2001		
ENRON WITH FANCIFUL E (Color)	75/278,192	04/21/1997	2,272,760	08/24/1999
ENRON WITH FANCIFUL E (Color)	75/278,020	04/21/1997	2,272,759	08/24/1999
ENRON WITH FANCIFUL E (Color)	78/071,348	06/27/2001		
ENRON WITH FANCIFUL E (Color)	78/071,346	06/27/2001		
ENRON WITH FANCIFUL E (Color)	78/071,335	06/27/2001		
ENRON WITH FANCIFUL E (Color)	78/071,333	06/27/2001		
ENRON WITH FANCIFUL E (Color)	78/071,331	06/27/2001		
ENRON WITH FANCIFUL E (Color)	78/071,326	06/27/2001		

Mark	Serial No.	Filing Date	Registration No.	Registration Date
ENRON WITH FANCIFUL E (Color)	78/071,328	06/27/2001		
ENRON'S PRESCRIPTION FOR READING	75/739,452	06/29/1999	2,364,414	07/04/2000
ENROUTE	74/527,567	05/13/1994	1,992,348	08/13/1996
ESPEAK & DESIGN	78/035,865	11/17/2000		
ETHINK & DESIGN	78/035,870	11/17/2000		
HOTBANK	75/676,920	04/08/1999	2,332,379	03/21/2000
HOTTAP	74/469,573	12/14/1993	1,904,585	07/11/1995
INVESTING OUR ENERGY IN YOUR BUSINESS	78/048,034	02/13/2001		
INVESTING OUR ENERGY IN YOUR BUSINESS	78/075,489	07/24/2001		
NATURAL GAS. ELECTRICITY. ENDLESS POSSIBILITIES.	75/200,919	11/20/1996	2,151,466	04/14/1998
NATURAL GAS. ELECTRICITY. ENDLESS POSSIBILITIES.	75/200,921	11/20/1996		
ONE STOP ENERGY SHOP	75/832,446	10/26/1999	2,272,640	08/24/1999
PUTS THE ENERGY INTO E-COMMERCE	75/832,579	10/26/1999		
PUTTING THE ENERGY INTO E-COMMERCE	75/832,534	10/26/1999		
SOCKET & FLAME LOGO	75/278,069	04/21/1997	2,286,026	10/12/1999
SOCKET & FLAME LOGO	75/277,943	04/21/1997	2,286,025	10/12/1999
THE HOME TEAM ADVANTAGE	75/832,536	10/26/1999		
TRADING INNOVATION	75/832,447	10/26/1999		
WIND 1.5 & DESIGN	78/012,496	06/13/2000		
VAULT DESIGN	78/035,881	11/17/2000		

## TRADEMARK SECURITY AGREEMENT

WHEREAS, all right, title and interest in, to and under the Trademark Collateral (as defined below) is owned by one or more of the following entities: ENRON CORP., an Oregon corporation; ENRON NORTH AMERICA CORP., a Delaware corporation; BAM LEASE COMPANY, a Delaware corporation; ENRON BROADBAND SERVICES, INC., an Oregon corporation; ENRON ENERGY SERVICES, INC., a Delaware corporation; ENRON ENERGY SERVICES, L.L.C., a Delaware limited liability company; ENRON ENERGY SERVICES OPERATIONS, INC., a Delaware corporation; ENRON ENERGY MARKETING CORP., a California corporation; ENRON GAS LIQUIDS, INC., a Delaware corporation; ENRON POWER MARKETING, INC., a Delaware corporation; ENA ASSET HOLDINGS, L.P., a Delaware limited partnership; SMITH STREET LAND COMPANY, a Delaware corporation; ENRON TRANSPORTATION SERVICES COMPANY, a Delaware corporation; ENRON METALS & COMMODITY CORP., a Delaware corporation; and PBOG CORP., a Delaware corporation; (together with any successors thereto, the “**Grantors**”);

WHEREAS, each Grantor, as a Borrower or Guarantor, the Lenders party thereto (the “**DIP Lenders**”), JPMorgan Chase Bank, as Collateral Agent, Citicorp USA, Inc., as Paying Agent, and JPMorgan Chase Bank and Citicorp USA, Inc., as Co-Administrative Agents are parties to a Revolving Credit and Guaranty Agreement dated as of December 3, 2001 (as the same may be amended from time to time, the “**DIP Credit Agreement**”);

WHEREAS, pursuant to the terms of a Security and Pledge Agreement dated as of December 3, 2001 (as such agreement may be further amended from time to time, the “**DIP Security Agreement**”) among Grantors, the other lien grantors party thereto and JPMorgan Chase Bank, as Collateral Agent for the Secured Parties (as defined in the DIP Security Agreement) (in such capacity, together with its successors in such capacity, “**Grantee**”), each Grantor has granted to Grantee for the benefit of the Secured Parties a continuing security interest in substantially all the assets of such Grantor, including all right, title and interest of each such Grantor in, to and under the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Obligations (as defined in the DIP Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee, to secure the Obligations, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark (as defined in the DIP Security Agreement) owned by such Grantor, including, without limitation, each Trademark registration and application referred to in Schedule A-1 hereto, and all of the

goodwill of the business connected with the use of, or symbolized by, each Trademark; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by such Grantor, including, without limitation, any Trademark referred to in Schedule A-1 hereto, and all rights and benefits of such Grantor under any trademark license, or for injury to the goodwill associated with any of the foregoing.

Each Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the DIP Credit Agreement) has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which such Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the DIP Credit Agreement, each Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the DIP Security Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the DIP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 3rd day of December, 2001.

ENRON CORP.

By: 

Title: Authorized Signatory

ENRON NORTH AMERICA CORP.

By: Raymond M. Bevan *cmw*  
Title: Authorized Signatory

BAM LEASE COMPANY

By: Raymond M. Bevan *cmw*  
Title: Authorized Signatory

ENRON BROADBAND SERVICES, INC.

By: Raymond M. Bevan *cmw*  
Title: Authorized Signatory

ENRON ENERGY SERVICES, INC.

By: Raymond M. Bevan *cmw*  
Title: Authorized Signatory

ENRON ENERGY SERVICES, L.L.C.

By: Raymond M. Bevan *cmw*  
Title: Authorized Signatory

ENRON ENERGY SERVICES  
OPERATIONS, INC.

By: Raymond M. Bevan *cmw*  
Title: Authorized Signatory



ENRON ENERGY MARKETING CORP.

By: Raymond M. Burchard *cmw*  
Title: Authorized Signatory

ENRON GAS LIQUIDS, INC.

By: Raymond M. Burchard *cmw*  
Title: Authorized Signatory

ENRON POWER MARKETING, INC.

By: Raymond M. Burchard *cmw*  
Title: Authorized Signatory

ENA ASSET HOLDINGS, L.P.

By: Raymond M. Burchard *cmw*  
Title: Authorized Signatory

SMITH STREET LAND COMPANY

By: Raymond M. Burchard *cmw*  
Title: Authorized Signatory

ENRON TRANSPORTATION SERVICES  
COMPANY

By: Raymond M. Zwick, Jr.  
Title: Authorized Signatory

ENRON METALS & COMMODITY  
CORP.

By: Raymond M. Zwick, Jr.  
Title: Authorized Signatory

PBOG CORP.

By: Raymond M. Zwick, Jr.  
Title: Authorized Signatory

**SCHEDULE A-1 TO TRADEMARK SECURITY AGREEMENT**

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ENRON WITH FANCIFUL E	78072,693	07/06/2001		
ENRON WITH FANCIFUL E	78072,695	07/06/2001		
ENRON WITH FANCIFUL E	78072,695	07/06/2001		
ENRON WITH FANCIFUL E	78071,365	06/27/2001		
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HOTTAP	74/469,573	12/14/1993	1,904,585	07/11/1995
INVESTING OUR ENERGY IN YOUR BUSINESS	78/048,034	02/13/2001		
INVESTING OUR ENERGY IN YOUR BUSINESS	78/075,489	07/24/2001		
NATURAL GAS. ELECTRICITY. ENDLESS POSSIBILITIES.	75/200,919	11/20/1996	2,151,466	04/14/1998
NATURAL GAS. ELECTRICITY. ENDLESS POSSIBILITIES.	75/200,921	11/20/1996		
ONE STOP ENERGY SHOP	75/832,446	10/26/1999	2,272,640	08/24/1999
PUTS THE ENERGY INTO E-COMMERCE	75/832,579	10/26/1999		
PUTTING THE ENERGY INTO E-COMMERCE	75/832,534	10/26/1999		
SOCKET & FLAME LOGO	75/278,069	04/21/1997	2,286,026	10/12/1999
SOCKET & FLAME LOGO	75/277,943	04/21/1997	2,286,025	10/12/1999
THE HOME TEAM ADVANTAGE	75/832,536	10/26/1999		
TRADING INNOVATION	75/832,447	10/26/1999		
WIND 1.5 & DESIGN	78/012,496	06/13/2000		
VAULT DESIGN	78/035,881	11/17/2000		