

08-21-2002

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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

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

WARD 8-19-02

1. Name of conveying party(ies): Blue Rhino Corporation
Individual(s) Association
General Partnership Limited Partnership
XX Corporation-State Delaware
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Uniflame Corporation
Internal Address:
Street Address: 1817 North Kenosha Road
City: Zion State: IL Zip: 60099
Individual(s) citizenship
Association
General Partnership
Limited Partnership
XXX Corporation-State Illinois
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

3. Nature of conveyance:
XX Assignment Nunc Pro Tunc Merger
Security Agreement Change of Name
Other effective date May 1, 2001
Execution Date: August 6, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
Reg. No. 2,140,530 - UNIFLAME
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Henry B. Ward, III, Esq.
Internal Address: Alston & Bird LLP
Bank of America Plaza
Suite 4000
Street Address: 101 S. Tryon Street
City: Charlotte State: NC Zip: 28280
40.00 OP

7. Total fee (37 CFR 3.41) \$ 40.00
XX Enclosed
XX Authorized to be charged to deposit account
8. Deposit account number: 16-0605
(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.
Henry B. Ward, III
Name of Person Signing
Signature
8/14/02
Date

Total number of pages including cover sheet, attachments, and document: 5

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

08/20/2002 TDIAZ1 00000136 2140530 01 FC:481

**NUNC PRO TUNC ASSIGNMENT
OF
UNITED STATES TRADEMARK REGISTRATION**

WHEREAS, *Blue Rhino Corporation*, a Delaware corporation having a principal place of business at 104 Cambridge Plaza Drive, Winston-Salem, North Carolina 27104 (hereinafter referred to as "ASSIGNOR"), was formerly the exclusive and record owner of the entire right, title, and interest in and to the following Trademark and the corresponding United States Trademark Registration therefor:

Mark: **UNIFLAME**
Registration No.: 2,140,530
Registered: March 3, 1998
Int. Classes: 4, 6, 8, 11, 18, 19, 20, 21 and 34

WHEREAS, *Uniflame Corporation*, an Illinois corporation having a principal place of business at 1817 North Kenosha Road, Zion, Illinois 60099 (hereinafter referred to as "ASSIGNEE"), has acquired and purchased from ASSIGNOR the above-identified Trademark and the corresponding United States Trademark Registration, and associated goodwill from ASSIGNOR effective May 1, 2001, and is desirous of confirming that it has done so.

WHEREAS, ASSIGNOR and ASSIGNEE desire to confirm and perfect the sale and assignment of said Trademark and corresponding United States Trademark Registration therefor effective May 1, 2001;

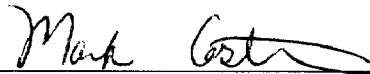
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby acknowledges and confirms that effective May 1, 2001, ASSIGNOR sold, transferred, and assigned to said ASSIGNEE the entire right, title, and interest in and to the above-identified Trademark and the corresponding United States Trademark Registration therefor, together with the goodwill of the business appurtenant to and symbolized by said Trademark, and all rights of action against third parties for past infringement

thereof, the same to be held and enjoyed by said ASSIGNEE as fully and entirely as the same would have been held by ASSIGNOR had the sale, transfer, and assignment not been made.

ASSIGNOR hereby warrants and covenants that it had the full power and authority to convey the rights, title, and interests sold, transferred, and assigned to ASSIGNEE, that it has not executed and will not execute any agreement in conflict herewith, and that it will execute any and all other instruments which may be necessary to perfect and evidence ASSIGNEE's ownership of the property and rights herein conveyed.

IN WITNESS WHEREOF, ASSIGNOR, intending to be legally bound, has caused this Nunc Pro Tunc Assignment to be executed by its duly authorized officer, as of the 6 day of August, 2002.

BLUE RHINO CORPORATION



Mark Castaneda
Chief Financial Officer

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