

02-03-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

102354847

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

1. Name of conveying party(ies): Nature's Energy Company

1-30-03

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: January 8, 2003

2. Name and address of receiving party(ies)

Name: Green Mountain Energy Company

Internal

Address:

Street Address: 3815 Capitol of Texas Highway

City: Austin State: TX Zip: 78704

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

B. Trademark Registration No.(s) 2366302

Additional number(s) attached Yes No

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

Name: Louis T. Pirkey

Internal Address: Fulbright & Jaworski, LLP

Street Address: 600 Congress Avenue Suite 2400

City: Austin State: TX Zip: 78732

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Laura Robertson

Name of Person Signing

Laura Robertson

Signature

1/24/03

Date

Total number of pages including cover sheet, attachments, and document: 7

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

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TRADEMARK REEL: 002663 FRAME: 0053

TRADEMARK ASSIGNMENT

WHEREAS, Nature's Energy Company, a Kansas corporation having its place of business at 12641 W 82nd St Lenexa, KS 66215 ("Assignor"), is the owner of the following trademark now registered in the United States Patent and Trademark Office:

Trademark	Reg. No.	Reg. Date
Nature's Energy	2366302	July 11, 2000

WHEREAS, Green Mountain Energy Company, a Delaware corporation, having its principal place of business at 3815 Capital of Texas Hwy. S., #100, AUSTIN, TX 78704 ("Assignee"), is desirous of acquiring said trademark,

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, including common law rights, title and interest in the United States of America and all other countries and jurisdictions of the world in and to said trademark together with the goodwill symbolized by said trademark and registration thereof.

Signed this 8 day of January, 2003.

Nature's Energy Company

By: [Signature]
Name: Steven Falkner
Title: President

State of Kansas)
County of Johnson)

On this 8 day of January, 2003 before me, Jo Ann Myers, a Notary Public in and for the State of Kansas, personally appeared Steven Falkner, personally 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 behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal



[Signature]
Notary Public

TRADEMARK PURCHASE AGREEMENT

This Trademark Purchase Agreement (the "Agreement") is entered into as of this 8th day of January, 2003, by and between Nature's Energy Company having a place of business at 12641 W 82nd St Lenexa KS 66215 and _____, (collectively "Seller") and GREEN MOUNTAIN ENERGY COMPANY ("Buyer") a Delaware corporation having a place of business at 3815 Capital of Tx Hwy S, #100, Austin, TX 78704

WHEREAS, Seller has adopted, used and registered the mark "Nature's Energy" as applied to utility services (namely, transmission of electricity generated by renewable power, such as wind, water, and sun) said registration being identified in the U.S. Patent and Trademark Office under Registration No. 2366302 issued July 11, 2000 (the "Mark"); and

WHEREAS, Buyer desires to acquire all of Seller's rights in the Mark and any and all registrations Seller has obtained in connection therewith and Seller desires to sell such rights to Buyer in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the above premises and the mutual promises made herein, the parties agree as follows:

1. Assignment of Rights. Seller hereby sells, assigns, transfers and conveys to Buyer, its successors and assigns, all of Seller's right, title and interest in and to the mark "Nature's Energy", together with the goodwill of the business symbolized by the mark, and together with each and every registration Seller has obtained in connection therewith, including U.S. Registration No. 2366302 issued July 11, 2000 and all other rights, whether at common law or registered in the United State or elsewhere, of seller in any similar mark with substantially similar appearance, spelling or meaning. Seller further sells, assigns and transfers and conveys to Buyer, Seller's entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Mark. This assignment shall be binding upon the successors and assigns of Seller and shall inure to the benefit of the successors and assigns of Buyer. Upon execution of this Agreement, Seller shall execute the assignment document attached hereto as Exhibit A, which shall be used for recording the transfer of the Mark with the U.S. Patent and Trademark Office.

2. Purchase Price. As full and complete consideration for the rights acquired by Buyer pursuant to this Agreement, Buyer agrees to pay to Seller the sum of \$2,500.00.

3. Effective Date. The parties agree that this Agreement shall not be effective until each of the following events shall have been fully completed:

A. Seller shall have delivered the following to Buyer:

- (i) the original Certificate of Registration for U.S. Registration No. 2366302; and,
- (ii) two fully executed original copies of this Trademark Purchase Agreement, including the attached Exhibit A.

- B. Within ten (10) business days from receipt of the materials identified in subparagraph A. above, Buyer shall have delivered to Seller:
- (i) a check in the amount set forth in Section 2 above; and
 - (ii) a fully executed original copy of this Trademark Purchase Agreement, including Exhibits A.
- C. This Agreement and the TRADEMARK AGREEMENT shall be null and void, including the Assignment of rights in Paragraph 1 above, if the conditions in subparagraph 3A and 3B above are not completed by March 1, 2003.

4. General Representations and Warranties.

4.1 Mutual Representations and Warranties. Seller and Buyer each represent, warrant and covenant to the other that (a) it is a corporation duly organized, validly existing and in good standing under the laws of the state or country of its incorporation; (b) the execution, delivery and performance of this Agreement have been duly authorized, do not violate its certificate of incorporation, by-laws or similar governing instruments or applicable law and do not, and with the passage of time will not, materially conflict with or constitute a breach under any other agreement, judgment or instrument to which it is a party or by which it is bound; and (c) this Agreement is the legal, valid and binding obligation of such party, enforceable in accordance with its terms.

4.2 Seller's Warranties Regarding the Mark. Seller represents, warrants and covenants to Buyer that,

- A. the registration of the Mark identified above is the only registration owned by Seller for the Mark and to Seller's knowledge the above identification information for the Mark is complete and accurate;
- B. Seller has not entered into any written or oral agreements that assign, transfer, license or otherwise grant any interest in the Mark or registration;
- C. to the best of Seller's knowledge, there are no pending or asserted claims by third parties contesting Seller's ownership of the Mark;
- D. the Mark and all rights in the Mark assigned herein are to the best of Seller's knowledge owned by Seller free and clear of any mortgages, pledges, covenants, liens or other encumbrances;
- E. to the extent any defect is found with respect to title in the Mark, Seller agrees to use all reasonable efforts to remedy such defect at Buyer's request;
- F. to Seller's knowledge, there are and have been no infringements, misappropriation or violations by third parties of rights in the Mark;

- G. there is no royalty or other payment obligation, and no contractual restriction binding on Seller exists, with respect to use of the Mark by Seller or any successor or assignee;
- H. the Mark is the only mark used by Seller that includes the term "Nature's Energy" or word of substantially similar appearance, spelling or meaning; and,
- I. Seller shall cease doing business, and shall not hereafter ever do business, using a name including the Mark or a name or mark that is substantially similar in appearance, spelling or meaning.

5. Remedies and Indemnification for Breach of Warranty.

5.1 Survival of Representations and Warranties. All of the representations and warranties of Seller and Buyer contained in this Agreement shall continue in full force and effect for three (3) years from the Effective Date (subject to applicable statutes of limitations).

5.2 Indemnification. In the event that the Mark does not transfer to Buyer, or does not pass to Buyer free and clear of any mortgages, pledges, covenants, liens or other encumbrances as a result of Seller's breach of Section 4.2 B or 4.2 D above, Seller agrees to indemnify and hold harmless Buyer from and against the entirety of any costs, damages or other adverse consequences Buyer may suffer resulting from or arising out of, or caused by the breach. The parties' rights and obligations under this Section 5.2 shall survive any termination of this Agreement.

6. Miscellaneous.

6.1 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

6.2 Confidentiality. Seller agrees that this Agreement, including the terms and conditions set forth herein shall be considered confidential and Seller shall have no right to disclose this Agreement or any of its terms or conditions to any third party unless required pursuant to a court order; provided, however, Seller shall have the right to disclose this Agreement to its attorneys, accountants and auditors so long as they agree to keep the Agreement confidential.

6.3 Entire Agreement. This Agreement (including Exhibit A attached hereto) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they have related in any way to the subject matter hereof.

6.4 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns.

6.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

6.6 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Seller and Buyer. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

6.7 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

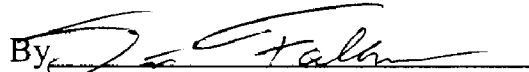
6.8 Expenses. Each of Seller and Buyer will bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

6.9 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth below.

Nature's Energy Company

Date: Jan 8 2003

By: 
Title: President

Date: _____

Steven Faltner
Printed Name:

Date: 1/21/2003

Printed Name:

GREEN MOUNTAIN ENERGY COMPANY

Date: 1/21/03


By: 
Title: VICE PRESIDENT, MARKETING

EXHIBIT A
(Trademark Assignment Attached)