

02-24-2003

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

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DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
Pro Am, Inc.

2-19-03

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

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

3. Nature of conveyance:

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

Execution Date: 12/13/02

2. Name and address of receiving party(ies)

Name: Ferrellgas, L.P.

Internal

Address:

Street Address: One Liberty Plaza

City: Liberty State: MO Zip: 64066

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

B. Trademark Registration No.(s) 2550530, 2537459

Additional number(s) attached Yes No

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

Name: Mark A. Paskar

Internal Address: Bryan Cave LLP

One Metropolitan Square

Street Address: 211 North Broadway, Suite 3600

City: St. Louis State: MO Zip: 63102

6. Total number of applications and registrations involved: 2

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02-4467

DO NOT USE THIS SPACE

9. Signature.

Mark A. Paskar
Name of Person Signing

Mark A. Paskar
Signature

February 10, 2003
Date

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

02/21/2003 ECDOPER 00000151 2550530

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

01 FC:0521
02 FC:0522

40.00 OP
25.00 OP

TRADEMARK
REEL: 002676 FRAME: 0081

SERVICE MARK ASSIGNMENT AGREEMENT

THIS SERVICE MARK ASSIGNMENT AGREEMENT (this "ASSIGNMENT") is effective as of the 13th day of December, 2002, by and between Pro Am, Inc., a Delaware corporation having a business address at One North Shore Center, 12 Federal Street, Pittsburgh, Pennsylvania 15212 (hereinafter "Assignor"), and Ferrellgas, L.P., a Delaware limited partnership having a business address at One Liberty Plaza, Liberty, Missouri 64068 (hereinafter "Assignee").

WHEREAS, Assignor owns, has adopted and currently uses the marks identified in Schedule A attached hereto (the "Marks"), and owns other transferable rights associated with its ongoing and existing business including, but not limited to, the goodwill of the business associated with the Marks, and is the owner of the right, title and interest in and to the registrations for the Marks set forth in the attached Schedule A (collectively, the "Service Mark Assets"); and

WHEREAS, Assignor and Assignee's affiliate, Ferrellgas Partners, L.P., are parties to a certain Purchase Agreement entered into on December 13, 2002, which provides for, among other things, the assignment of the Service Mark Assets by Assignor.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Assignor does hereby sell, assign and transfer to Assignee, its successors and assigns, and Assignee hereby accepts, all of the right, title and interest of Assignor in and to the Service Mark Assets, together with any and all of the goodwill of the business symbolized by and associated with the Marks, all other rights associated with the portion of the ongoing and existing business to which the Marks pertain, and all income, royalties, fees, damages and payments now or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present or future infringement, misappropriation and/or dilution of the Marks and any other rights assigned to Assignee under this Assignment.

And by this covenant Assignor agrees to execute or procure any further necessary assurance of title to the Service Mark Assets; and at any time, upon the request and at the expense of Assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Service Mark Assets in Assignee, its successors, assigns or other legal representatives; and to make a record with any and all government agencies, authorities, courts, tribunals or third parties, of the fact that Assignee owns all right, title and interest in and to the Service Mark Assets, and any and all goodwill associated therewith, and that Assignor no

longer has any right, title or interest, of any kind or nature, in or to the Service Mark Assets.

PRO AM, INC.

By: William H Roberts
Title: Vice President & Secretary

FERRELLGAS, L.P.

By: Ferrellgas, Inc., its general partner

By: Kent A. [Signature]
Title: VP Corporate Development

**Schedule A to
Service Mark Assignment Agreement**

Country	Mark	Registration No.	Registration Date	Filing Date
US	PROAM	2,550,530	3/19/02	6/21/99
US	PROPANE FOR AMERICA	2,537,459 (Supplemental Register)	2/5/02	5/26/00