

Form PTO-159 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RECORDATION TRADE

03-05-2003

MENT OF COMMERCE nt and Trademark Office



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3 or copy thereof.

To the Honorable Commissioner of Patents and Traden.

1. Name of conveying party(ies): Northwestern Energy, L.L.C. (F/K/A The Montana Power Company) Individual(s) Association General Partnership Limited Partnership Corporation-State Other Limited Liability Company, Montana Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Northwestern Corporation Internal Address: Street Address: 125 S. Dakota Avenue City: Sioux Falls State: SD Zip: 57104 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State DE 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: Assignment Merger Security Agreement Change of Name Other Execution Date: 11/15/2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,513,688 and 2,284,443 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Jennifer Shmulewitz Internal Address: Paul, Hastings, Janofsky & Walker LLP Street Address: 75 E. 55th Street City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41): \$ 65 Enclosed Authorized to be charged to deposit account 8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. Jennifer Shmulewitz Name of Person Signing Signature Date 2/14/03

Total number of pages including cover sheet, attachments, and document: 11

03/05/2003 ELOPPER 0000023 2513688

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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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (the "Assignment") dated as of November 15, 2002 (the "Effective Date"), is made by and between NORTHWESTERN ENERGY, L.L.C. (F/K/A THE MONTANA POWER, L.L.C.), a Montana limited liability company ("Assignor"), and NORTHWESTERN CORPORATION, a Delaware corporation ("Assignee").

RECITALS:

A. Under the terms of the Asset and Stock Transfer Agreement between Assignor and Assignee made and entered into as of November 15, 2002 (the "Asset Transfer Agreement"), Assignor is assigning to Assignee and Assignee is acquiring all of Assignor's interest in, to and under all of the Transferred Assets (as such term is defined in the Asset Transferred Agreement), including, without limitation, all of the Intellectual Property listed herein on Schedule A (the "Trademarks"), Schedule B (the "Copyrights"), Schedule C (the "Patents"), and Schedule D (the "Domain Names").

B. Subject to and in accordance with the terms of the Asset Transfer Agreement, Assignee is assuming all of Assignor's interest in and obligations under all of the Transferred Assets, including without limitation, all of the Intellectual Property.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as set forth below.

1. Assignment of Intellectual Property.

(a) Assignor hereby sells, assigns, transfers and conveys to Assignee, in perpetuity, all of Assignor's worldwide right, title and interest in and to all of the Intellectual Property together with all of the goodwill associated with such Intellectual Property (including, with respect to registered and unregistered trademarks, trade names and service marks, and applications for trademarks or service marks (together, the "Marks"), the goodwill of the Company in connection with which the Marks are used and which are symbolized by the Marks), all renewal rights in and to such Intellectual Property, all common law rights in and to such Intellectual Property, the right to receive payments under any licenses of such Intellectual Property granted by Assignor, and the right to recover for past, present and future infringements and violations thereof. Assignor hereby waives any and all moral rights that it may have in respect of the Intellectual Property. The Effective Date of this assignment shall be November 15, 2002 at 12:01 a.m.

(b) Assignor agrees that, upon request it will, at any time without charge to Assignee, do all acts which may be reasonably necessary for vesting title to the Intellectual Property in Assignee, its successors, assigns and legal representatives or nominees, including, without limitation, (i) pay all transfer fees and pre-closing costs associated with the transfer of the Intellectual Property to Assignee; (ii) furnish all necessary documentation relating to or supporting chain of title; (iii) sign all papers and take all rightful oaths as required by the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable), including, without limitation, assist in preparing separate assignment forms for each patent, patent application, trademark, trademark application and registered copyright for filing with each relevant government agency; (iv) assist Assignee in recording the transfer of Intellectual Property to Assignee with each appropriate government agency; and (v) do all lawful acts, including the execution of documents and the giving of testimony, that may be necessary or desirable for maintaining, renewing or enforcing the copyrights, patents, trademarks, patent and/or trademark applications and any resulting registrations. To the extent Assignor is unable to perform its obligations under hereunder, Assignor hereby appoints Assignee as its attorney-in-fact to execute all such documents.

(c) Assignor hereby agrees to deliver to Assignee on the Closing Date (as such term is defined in the Asset Transferred Agreement) all material objects in which Intellectual Property is embodied, including, without limitation, computer disks or other storage media containing source code and object code, notebooks containing trade secrets and other confidential or proprietary information, and invention disclosure forms which constitute a record of Assignor's unpatented inventions.

(d) Assignor hereby agrees, with respect to Assignor's proprietary software (*i.e.*, software created for Assignor as a work made for hire or in which the copyright was assigned to Assignor by its author), to deliver to Assignee on the Closing Date the source code and all related documentation, and to provide Assignee with the identities and contact information for all individuals who wrote any portion of the software.

2. Warranty and Warranty Limitation. The assignments granted pursuant to this Assignment shall not in any way limit or expand any of the representations or warranties made in the Asset Transfer Agreement with respect to the Intellectual Property.

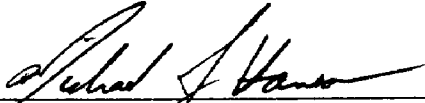
3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

4. Governing Law. The laws of the state of New York shall govern the validity, enforcement, and interpretation of this Assignment. The parties hereto agree to the exclusive jurisdiction of the state and federal courts in New York, New York.

EXECUTED and delivered this 15th day of November, 2002.


ASSIGNOR:

NORTHWESTERN ENERGY, L.L.C.

By: 
Name: Michael J. Hanson
Title: President and CEO

ASSIGNEE:

NORTHWESTERN CORPORATION

By: 
Name: Eric R. Jacobsen
Title: Senior Vice President, General Counsel
& Chief Legal Officer

NY55/220761.1

**SCHEDULE A
TRADEMARKS**

Federal Registrations

MARK	REGISTRATION NUMBER	REGISTRATION DATE
EFFICIENCY E+ PLUS and Design	2,513,688	12/04/2001
MPC THE SMART CHOICE	2,284,443	10/12/1999

Montana Registrations

MARK	REGISTRATION NUMBER	REGISTRATION DATE
ENERGIZING MONTANA	T021722	7/12/2001
MTENERGY.COM	T021323	1/10/2001
MONTANAENERGYCHOICE.COM	T021322	1/10/2001
E+ EFFICIENCY PLUS	T017293	3/1/1993
E+ EFFICIENCY PLUS	T017292	3/1/1993
E+ EFFICIENCY PLUS	T017291	3/1/1993
E+ EFFICIENCY PLUS	T017290	3/1/1993
E+ EFFICIENCY PLUS	T017289	3/1/1993
E+ EFFICIENCY PLUS	T017288	3/1/1993
E+ EFFICIENCY PLUS	T017287	3/1/1993
E+ EFFICIENCY PLUS	T017286	3/1/1993

E+ EFFICIENCY PLUS	T017285	3/1/1993
E+ EFFICIENCY PLUS	T017284	3/1/1993
E+ EFFICIENCY PLUS	T017283	3/1/1993
E+ EFFICIENCY PLUS	T017282	3/1/1993
E+ EFFICIENCY PLUS	T017281	3/1/1993

**SCHEDULE B
COPYRIGHTS**

TITLE	REGISTRATION NO.	DATE
Montana Power Company, September 1982.	TX 1-009-882	11/9/1982
Safety Invader, an Electric Safety Education Kit	TX 1-068-989	2/22/1983
Safety Invader	TX 1-368-702	6/4/1984
Safety Invader Pretest	TX 1-368-678	6/4/1984
Safety Invader Teacher's Guide	TX 1-362-883	6/4/1984
Safety Invader Pretest	TX 1-667-197	10/8/1985
Safety Invader Student Workbook: Get the Current Shocking Facts About Electrical Safety	TX 1-676-313	10/8/1985
Safety Invader PostTest	TX 1-709-175	10/8/1985
Safety Invader: Teacher's Guide	TX 1-745-865	10/8/1985
Safety Invader	TX 1-760-839	10/8/1985
Rememberin'	VA 261-786	4/14/1987
Hazardous Waste Management Plan	TX 2-094-913	5/28/1987
The Missouri-Madison Hydroelectric Project: Initial Stage of Consultation, Application for a New License	TX 2-637-423	8/14/1989
Kenny's Curious Adventure	TXu 465-823	3/19/1991
Kenny's Curious Adventure Poster. Col. Drawing	VAu 209-062	6/27/1991
Hegben Development Plan, Elevation & Sections: Missouri-Madison Project	TX 3-167-335	10/2/1991
Draft Application for A New License: The Missouri-Madison Hydroelectric Project (FERC project no. 2188)	TX 3-370-505	4/23/1992
Missouri-Madison Hydroelectric Project (FERC project no. 2188): cultural resource management	TX 3-376-190	8/7/1992
Missouri-Madison Hydroelectric Project Report on Intensive Pedestrian Survey for Cultural Resources and Recommendations for Testing	TX 3-376-351	8/7/1992

Testing and Evaluation of Prehistoric and Historic Archaeological Properties on the Hegben, Madison, Holter and Ryan Developments	TX 3-390-144	8/7/1992
Missouri-Madison Hydroelectric Project Report on Survey Stage I for Cultural Resources and Recommendations for Stage II	TX 3-395-446	8/7/1992
Missouri-Madison Hydroelectric Project Report on Cultural Resource Assessment Studies on the Morony Development, 1992 Field Season	TX 3-424-450	10/20/1992
1991 Missouri-Madison Hydroelectric Project Report on Resource Inventory and Assessment Studies on the Morony, Hegben and Holter Developments	TX 3-424-451	10/20/1992
The Missouri-Madison Hydroelectric Project (FERC project no. 2188)	TX 3-524-068	3/16/1993
Emergency Home Preparedness Guide	TX 3-778-016	3/10/1994
Plugging Into Montana's Electrical Future	TX 3-742-414	3/16/1994
LeaderScan	TXu 794-643	4/29/1997

COPYRIGHTS -- Prior to 1978

TITLE	REGISTRATION NO.	DATE
The Montana Power Company. Center Special V-87629, laydown from V-77582. Sheet. 2½" x 6". Lithograph.	Registered in the name of American Bank Note Co., under K 3154 following publication June 3, 1946.	6/13/1946
The Montana Power Company; laydown from V-87629A and V-68880 (Center special V-91689)	Registered in the name of American Bank Note Company, under K 20893 following publication May 24, 1949	5/24/1949
The Montana Power Company (MTP); research information report, October 7, 1974	Registered in the name of Baker, Weeks and Company, Inc. under A 601575 following publication 10/7/1974	10/7/1974

The Montana Power Company (MTP) July 9, 1975	Registered in the name of Baker, Weeks and Company, Inc. under A 687071 following publication July 9, 1975	7/9/1975
The Montana Power Company: The Habitat Diversity and Utilization Analysis of the Major Wildlife Species on a Portion of the Colstrip; 10x20 area, 1973-75, Project 122-30-A, June 30, 1976.	Registered in the name of Econ Inc., under A 8131856 following publication 7/16/1976	7/16/1976
The Montana Power Company; action recommendation, Decemeber 1977. By James Mason McCabe. Appl. author: Donaldson, Lufkin and Jenrette Securities Corporation.	Registered in the name of Donaldson, Lufkin and Jenrette Securities Corporation, under A 930093 following publication 12/20/1977	12/20/1977
Montana Power Co. and Subsidiary Companies. Properties and power developments. Size 7½ by 21½ inches	Registered in the name of Geo. H. Ellis Co., under F 24210 following publication 1/20/1914	1/20/1914
Montana Power Co. Properties and power developments. Sheet, map, printed on both sides, 8½ by 14 inches.	Registered in the name of Geo. H. Ellis Co., under A 395780 following publication 3/13/1915	3/13/1915
Montana Power Co. Properties and power developments. Sheet, col. map, printed on both sides, 14 x 8½ inches.	Registered in the name of Geo. H. Ellis Co., under A 495063 following publication 3/7/1918	3/7/1918

SCHEDULE C**PATENTS**

Patent No.	Description	Filed Date	Issued Date
US 4,441,135	Three-phase power transmission line phase-to-ground fault responder	Aug. 6, 1982	Apr. 3, 1984
US 4,513,340	Power transmission line protective apparatus	Dec. 13, 1982	Apr. 23, 1985
US 4,670,956	Tool for high voltage transmission lines	Mar. 3, 1986	Jun. 9, 1987
US 5,183,102	Heating and cooling system	Nov. 15, 1991	Feb. 2, 1993

SCHEDULE D
DOMAIN NAMES

MTPOWER.COM