

07-22-2003

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



U.S. DEPARTMENT OF COMMERCE U.S. 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): Level Energy Group, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Horizon Propane LLC Internal Address: Street Address: 25425 Center Ridge Road City: Westlake State: OH Zip: 44144 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Ohio Limited Liability Company 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: 07/02/2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1716828 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Monica S. Verma, Esq. Internal Address: Baker & Hostetler LLP Street Address: 3200 National City Center 1900 East 9th Street City: Cleveland State: OH Zip: 44114

6. Total number of applications and registrations involved: 7 7. Total fee (37 CFR 3.41): \$ 190.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 02-0396

DO NOT USE THIS SPACE

9. Signature. Monica S. Verma Name of Person Signing Signature Date 7/17/03

Total number of pages including cover sheet, attachments, and document: 8

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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01 FC:0521 40.00 BA 02 FC:0522 130.00 BA

TRADEMARK REEL: 002783 FRAME: 0292

Continuation of Line 4(b):  
Additional U.S. Trademark Registration No.  
For Assignment to Horizon Propane LLC

1735466

2202531

2264073

2480223

2361047

2204909

**INTELLECTUAL PROPERTY ASSIGNMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is entered into as of July 2, 2003 by and among HORIZON PROPANE LLC, an Ohio limited liability company ("Assignee"), the assignee of EAGLEROCK PROPANE LTD., an Ohio limited liability company ("Eaglerock"), under the Purchase Agreement (as defined below), and LEVEL PROPANE GASES, INC., an Ohio corporation, LEVEL ENERGY GROUP, INC., an Ohio corporation, LEVEL ENERGY DISTRIBUTION, INC., an Ohio corporation, LEVEL ENERGY TRANSPORT, INC., an Ohio corporation, LENERGY TRANSPORT LEASING, INC., an Ohio corporation, WHM CARRIER SERVICES, INC., an Ohio corporation, and EP TRANSPORT, INC., a Texas corporation, (collectively, "Assignors").

**RECITALS:**

A. Assignors are engaged in the business of selling, distributing, marketing and trading propane to residential, industrial, commercial and agricultural customers throughout the United States (the "Propane Business").

B. Assignors, as Sellers, and Eaglerock, as Buyer, have heretofore entered into that certain Asset Purchase Agreement, dated as of June 27, 2003, as amended (the "Purchase Agreement"). Capitalized terms used herein and not expressly defined shall have the meaning ascribed to such terms in the Purchase Agreement.

C. Assignors desire to assign to Assignee, and Assignee desires to accept from Assignors, all of Assignors' right, title and interest in and to the Intellectual Property Rights, together with the goodwill symbolized by the trademarks and service marks included therewith.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors and Assignee hereby agree as follows:

1. Intellectual Property Assignment. Effective as of the Closing Date, Assignors hereby sell, assign, convey, grant and transfer unto Assignee the following:

(a) Assignors' entire right, title and interest in and to the Intellectual Property Rights, including, without limitation, (i) the patents, patent applications, trademarks, service marks, trademark applications, service mark applications, copyrights, copyright applications, trade names and domain names set forth on **EXHIBIT A** attached hereto and (ii) the goodwill of the Propane Business carried on in connection with the trademarks and service marks set forth on **EXHIBIT A** attached hereto;

(b) All claims, demands and rights of action, both statutory and based upon common law, that Assignors have or might have by reason of any infringement of any Intellectual Property Right prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name.

(c) Any income, royalties, damages and payments now or hereafter due and/or payable under and with respect to any of the Intellectual Property Rights, including,

without limitation, the right to recover for past, present or future infringements of the Intellectual Property Rights.

(d) All rights corresponding to the Trademarks throughout the world, as fully and entirely as the same would have been held and enjoyed by Assignors had this Assignment not been made.

2. Further Assurance.

(a) Assignors agree that they shall do, execute, acknowledge and deliver, all acts, agreements, documents, instruments, notices and assurances as may be reasonably requested by Assignee to further effect and evidence the transactions contemplated hereby.

(b) Assignors shall, at any time upon request and without further consideration, communicate to Assignee, its successors and assigns, any facts relating to the Intellectual Property Rights or the history thereof as may be known to Assignors or its officers, employees and agents, and cause such officers, employees and agents to testify as to the same in any infringement or other litigation at the request of Assignee.

3. Enforceability. If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

4. Amendment. This Assignment may be amended or supplemented only by an instrument in writing signed by Assignors and Assignee.

5. No Third-Party Beneficiaries. Nothing in this Assignment shall confer any rights upon any Person other than Assignors and Assignee and each such party's respective successors and permitted assigns.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

7. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Ohio, without giving effect to any choice of law or conflict of law provision thereof that would cause the application of the laws of any jurisdiction other than those of the State of Ohio.

9. Purchase Agreement Governs. Notwithstanding anything contained in this Assignment to the contrary, the terms and provisions of the Purchase Agreement shall control the extent of the sale and assignment made pursuant to this Assignment.

*[Remainder Of This Page Left Intentionally Blank]*

**EXHIBIT A**

<b>Patents</b>	<b>Registration No./Application No.</b>
None	N/A
<b>Trademarks and Service Marks</b>	<b>Registration No./Application No.</b>
Level Propane & Design	U.S. - 1,716,828
Level Propane	U.S. - 1,735,466
Level Energy	U.S. - 2,202,531 Canada - TMA523612
Level	U.S. - 2,264,073 U.S. - 2,480,223
Level Pricing	U.S. - 2,361,047
Level Energy & Design	U.S. - 2,204,909 Canada - TMA523613 Mexico - 551697 and 552891 European Community - 507046
<b>Copyrights</b>	<b>Registration No./Application No.</b>
None	N/A
<b>Trade Names</b>	
Level Propane Gases, Inc.	
Level Energy Group, Inc.	
Level Energy Distribution, Inc.	
Level Energy Transport, Inc.	
Lenergy Transport Leasing, Inc.	
WHM Carrier Services, Inc.	
EP Transport, Inc.	
Columbia Station Propane Gases, Inc.	
Marion Propane Gases, Inc.	
Level Energy Transportation & Storage, Inc.	
Neptune Energy Transport, Inc.	
Level Trucking, Inc.	
L.E.T. Transports North, Inc.	
Level Propane, Petroleum & Gases, Inc.	
Neptune Propane, Inc.	
Horizon Propane	
<b>Domain Names</b>	
levelpropane.com	
levelenergy.com	
lpgas.com	
level.com	
levelectric.com	
horizonpropane.com	



