

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UtiliCorp Communications Services, Inc.		07/08/2003	CORPORATION:
RECEIVING PARTY DATA			
Name:	Ex-Op of Missouri, Inc.		
Street Address:	9647 Lackman Road		
City:	Lenexa		
State/Country:	KANSAS		
Postal Code:	66219		
Entity Type:	CORPORATION: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76154487	UNITE	
CORRESPONDENCE DATA			
Fax Number:	(816)983-8080		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	816-983-8000		
Email:	mramsey@blackwellsanders.com		
Correspondent Name:	Wade Kerrigan		
Address Line 1:	2300 Main, Suite 1000		
Address Line 4:	Kansas City, MISSOURI 64108		
ATTORNEY DOCKET NUMBER:	17501-2		
NAME OF SUBMITTER:	Wade Kerrigan		
Total Attachments: 1			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is entered into as of this 8th day of July, 2003 by and among UtiliCorp Communications Services, Inc., a Delaware corporation ("Assignor"), and Ex-Op of Missouri, Inc., a Missouri corporation ("Assignee").

WHEREAS, Assignor owns the application for the UNITE (AND DESIGN) trademark, Serial No. 76/154,487 (the "Mark") as filed with the United States Patent and Trademark Office October 27, 2000, and Assignor has, on its own, or through certain of its affiliates, adopted, used and is using some of such Mark or has a bona fide intent to use some of the Marks; and

WHEREAS, Assignor wishes to assign to Assignee all of Assignor's right, title and interest in the use of the Mark, which is being transferred along with the other assets and that part of the business pertaining to the goods and services being offered by Assignor in connection with the mark, subject to the terms and conditions hereof; and

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to said Mark, ("Trademark Rights")

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1 For the consideration of the terms set forth in the aforementioned Purchase Agreement, Assignor hereby sells, assigns, transfers and sets over unto Assignee all of Assignor's right, title and interest in and to the Trademark Rights, together with that portion of the goodwill related to the Trademark Rights connected with the use of and symbolized by the trademark included in the Trademark Rights and the know how associated with and necessary to control the nature and quality of goods associated with the Trademark Rights, all common law rights and all causes of action, past, present and future for infringement of the Trademark Rights.

2. Assignor further covenants and agrees that it will, at any time upon request, execute and deliver any and all documents that may be necessary or desirable to perfect the title to the Trademark Rights in Assignee, its successors and assigns, and that it will, at any time upon request, communicate to Assignee, its successors and assigns, such facts relating to the Trademark Rights or the history thereof as may be known to it.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ASSIGNOR:
UTILICORP COMMUNICATIONS SERVICES, INC.

By: [Signature]
Name: Edm. Siemens
Title: Chief Financial Officer