

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BTU Gases, LLC		09/01/2004	Limited Liability Company: TEXAS

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	AmeriGas Propane, L.P.
<b>Composed Of:</b>	COMPOSED OF AmeriGas Propane, Inc., as general partner
<b>Street Address:</b>	460 North Gulph Road
<b>City:</b>	King of Prussia
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19406
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

<b>PROPERTY NUMBERS Total: 3</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2825269	TEXGAS/LIQUILUX
Registration Number:	2765108	LIQUILUX/TEXGAS
Registration Number:	1134412	LIQUILUX

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)739-3001
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	202.739.5846
<b>Email:</b>	trademarks@morganlewis.com
<b>Correspondent Name:</b>	Brett I. Miller, Esq.
<b>Address Line 1:</b>	1111 Pennsylvania Avenue, N.W.
<b>Address Line 2:</b>	Attn: TMSU
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004

<b>ATTORNEY DOCKET NUMBER:</b>	001520-0719-0129
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<b>NAME OF SUBMITTER:</b>	Brett I. Miller, Esq.
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CH \$90.00 2825269

Total Attachments: 4  
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## **TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT is dated as of September 1, 2004 (this "Assignment") between BTU Gases, LLC, a Texas limited liability company at 1601 Elm Street, Suite 300, Dallas, Texas 75205 (the "Assignor"), and AmeriGas Propane, L.P., a Delaware limited partnership at 460 North Gulph Road, King of Prussia, Pennsylvania 19406 (the "Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement by and among the Assignee, the Assignor and Gas Holdings, Inc., a Nevada corporation, dated as of August 27, 2004 (the "Purchase Agreement"), the Assignor has agreed to assign to the Assignee all of its right, title and interest in and to its trademarks and registrations therefor listed on the attached Schedule A and all related common law rights therein, together with the goodwill associated therewith (the "Marks"); and

WHEREAS, the Assignor wishes to assign the Marks to the Assignee.

NOW, THEREFORE, in consideration of the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. The Assignor hereby transfers and assigns to the Assignee as provided in the Purchase Agreement, free and clear of all claims, liens and encumbrances, all right, title, and interest in and to the Marks, together with the goodwill associated therewith.

2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Marks, will be held and enjoyed by the Assignee and its successors, assigns and other legal representatives.

3. Further Assurances. The Assignor agrees to execute and deliver at a future date any additional documents that the Assignee reasonably determines are required to perfect the Assignee's ownership of or title to the Marks.

4. Authorization. The Assignor authorizes and requests that the Commissioner of Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

5. Purchase Agreement. In the event of any conflict or inconsistency between the terms and conditions set forth herein and in the Purchase Agreement, the terms and conditions set forth in the Purchase Agreement shall control. This Assignment shall be subject to the terms and conditions set forth in the Purchase Agreement and nothing contained in this Assignment shall be construed to limit, terminate or expand the representations, warranties and covenants set forth in the Purchase Agreement.

6. Counterparts. This Assignment may be executed in counterparts, all of which together shall constitute one and the same instrument. A signature transmitted via facsimile shall be deemed accepted as an original.

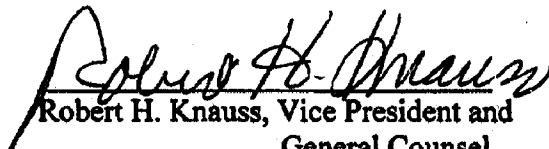
*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have duly executed this Trademark Assignment as of the date first written above.

**ASSIGNEE:**

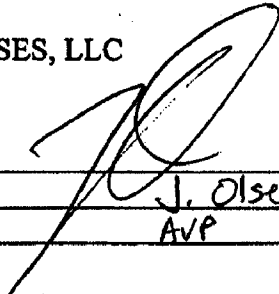
AMERIGAS PROPANE, L.P.

By: AmeriGas Propane, Inc.,  
its General Partner

By:   
Robert H. Knauss, Vice President and  
General Counsel

**ASSIGNOR:**

BTU GASES, LLC

By:   
Name: J. Olsen  
Title: AVP

Signature page to Trademark Assignment

SCHEDULE A

U.S.	TEXGAS/LIQUILUX	2,825,269
U.S.	LIQUILUX/TEXGAS	2,765,108
U.S.	LIQUILUX	1,134,412