

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

<p>1. Name of conveying party(ies):</p> <p>CORNERSTONE PROPANE GP INC.</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation (California)  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and Address of receiving party(ies)</p> <p>Name: CORNERSTONE PROPANE L.P.</p> <p>Address: 1700 South Jefferson Drive Lebanon, Missouri 65536</p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input checked="" type="checkbox"/> Limited Partnership (Delaware)  <input type="checkbox"/> Corporation )  <input type="checkbox"/> Other -</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>November 18, 2004</u></p>	

4. Application number(s) or registration number(s):	
A. Trademark Application No.(s) See Attached Schedule	B. Trademark Registration No.(s) See Attached Schedule
Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Hayley M. Smith, Senior Legal Assistant Kirkland &amp; Ellis LLP 153 East 53rd Street New York, NY 10022-4675 (212) 446-4800 (Phone) (212) 446-4900 (Fax)</p>	<p>6. Total number of applications and registrations involved: 5</p> <p>7. Total fee (37 CFR 3.41)..... \$ 140  <input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account</p> <p>8. Charge to Deposit Account No. 111098  (Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

9. Statement and signature:

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Hayley M. Smith                      Hayley M. Smith                      11/22/04  
Name of Person Signing                      Signature                      Date

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

CH \$140.00 111098 76466721

SCHEDULE TO RECORDATION COVER SHEET

Mark	App/Reg. No.	App./Reg. Date
CORNERSTONE	2,423,603	1/23/2001
CORNERSTONE	2,308,026	1/11/2000
Design only (Coast Energy logo)	2,337,138	4/04/2000
CORNERSTONE PROPANE	2,188,322	9/08/1998
A CORNERSTONE PARTNER	75/455721	3/24/1998

### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of November 15, 2004 ("Effective Date") by and between Cornerstone Propane GP Inc. (the "Assignor"), a California corporation, with its principal office at 432 Westridge Drive, Watsonville, California 95076, and Cornerstone Propane L.P., a Delaware limited partnership, with its principal office at 1700 South Jefferson Drive, Lebanon, Missouri 65536 ("Assignee").

**WHEREAS**, the Assignor registered the Marks on behalf of and for the benefit of Assignee; and

**WHEREAS**, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the trademark applications and registrations set forth on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

**NOW, THEREFORE**, for the sum of one dollar (\$1.00), payable upon demand, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor shall, at Assignee's request, take all further actions, and provide Assignee, and Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of all affidavits, declarations, oaths, assignments, powers of attorney or other documentation) requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representatives as of the Effective Date.

CORNERSTONE PROPANE GP INC .

Name: *Patricia M. Eschen*

Title: ASSISTANT SECRETARY

Acknowledged and agreed to:

CORNERSTONE PROPANE L.P..

Name: *Patricia M. Eschen*

Title: ASSISTANT SECRETARY  
OF CORNERSTONE PROPANE GP, INC.  
AS MANAGING GENERAL  
PARTNER

**SCHEDULE A**

Mark	Country/State	App/Reg. No.	App./Reg. Date
CORNERSTONE	U.S. Federal	2,423,603	1/23/2001
CORNERSTONE	U.S. Federal	2,308,026	1/11/2000
A CORNERSTONE PARTNER	U.S. Federal	75/455721	3/24/1998
Design only (Coast Energy logo)	U.S. Federal	2,337,138	4/04/2000
CORNERSTONE PROPANE	U.S. Federal	2,188,322	9/08/1998
A CORNERSTONE PARTNER	European Community	913,335	5/20/2000
CORNERSTONE PROPANE	European Community	922,401	12/21/1999
A CORNERSTONE PARTNER	Mexico	623,787	9/22/1999
A CORNERSTONE PARTNER	Mexico	623,786	9/22/1999
A CORNERSTONE PARTNER	Mexico	596,519	12/14/1998
CORNERSTONE PROPANE	Mexico	615,914	06/25/99