

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Energy Solutions, Inc		07/15/1999	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Licenergy, Inc.
Street Address:	13831 Northwest Freeway
Internal Address:	Suite 235
City:	Houston
State/Country:	TEXAS
Postal Code:	77040
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2210219	H THE HEDGER

CORRESPONDENCE DATA

Fax Number: (713)939-9508  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 713-939-9444  
 Email: docketing@patent-law.cc  
 Correspondent Name: Frank J. Campigotto  
 Address Line 1: 13831 Northwest Freeway  
 Address Line 2: Suite 355  
 Address Line 4: Houston, TEXAS 77429

ATTORNEY DOCKET NUMBER:	ENER/0013
NAME OF SUBMITTER:	Frank J. Campigotto

Total Attachments: 5  
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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") dated as of July 15, 1999, by and among ENERGY SOLUTIONS, INC., a Texas corporation ("ESI") and GLEN A. SARTAIN, an individual ("Sartain") (ESI and Sartain are hereinafter collectively called "Seller"), whose address is 2900 Wilcrest Drive, Suite 495, Houston, Texas 77042 and LICENERGY, INC., a Texas corporation ("Purchaser"), whose address is 13831 Northwest Freeway, Suite 235, Houston, Texas 77040. Seller and Purchaser are sometimes hereinafter collectively referred to as the "Parties".

### R E C I T A L S:

A. Seller is the owner of the hereinafter described software and related assets;  
and

B. Seller desires to sell to Purchaser, and Purchaser desires to buy from Seller, such software and related assets, all in accordance with the terms of this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements herein contained, and upon the terms and subject to the conditions hereinafter set forth, the parties do hereby agree as follows:

### ARTICLE I

### DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings given to them in this Article I, unless defined elsewhere in this Agreement.

"*Affiliate*" shall mean, with respect to any Person, an individual or entity that, directly or indirectly, controls, is controlled by or is under common control with such Person.

"*Assets*" shall mean all of the following described properties, rights, interests and assets:

(a) the software more particularly described in Part I of Exhibit A attached hereto (the "Software");

(b) those contracts more particularly described in Part IIa. of Exhibit A attached hereto and those maintenance contracts more particularly described in Part IIb. of Exhibit A attached hereto (collectively, the "Contracts");

(c) all new software supply and/or services contracts, consulting contracts, purchase orders and maintenance agreements entered into by Seller during the Interim Period (collectively, the "New Contracts");

(d) the computers, furniture, furnishings and other personal property more particularly described in Part III of Exhibit A attached hereto (the "Personal Property");

(e) all work in progress (including all work related to the software known as Oil Pro, Power or PowerQuest), monies, rents, revenues, fees, accounts receivable, profits, deposits, products, benefits and proceeds from or attributable to the Software, the Contracts, the New Contracts or the Personal Property including, but not limited to, those projected billed and unbilled accounts receivable more particularly described in Part IV of Exhibit A attached hereto (collectively, the "Accounts Receivable");

(f) all of Seller's right, title and interest in and to all licenses that are held by Seller and are used or useful in connection with the ownership, development, use, operation or sale of the Software (the "Licenses");

(g) the benefit and the right to enforce all covenants, warranties, guarantees and indemnities relating to the Software, the Contracts, the New Contracts, the Personal Property, the Accounts Receivable and the Licenses and all security for the payment or performance thereof;

(h) the Contract Rights and the Claims;

(i) the Incidental Rights; and

(j) each and every right, privilege and appurtenance in anywise incident or appertaining to any of the properties, rights or interest described in (a) through (h) above.

"*Business Day*" shall mean any day other than Saturday, Sunday or other day on which federally chartered commercial banks in Houston, Texas are authorized by law to close.

"*Claims*" shall mean all claims (including insurance claims) and causes of action of Seller against others with respect to the Assets.

"*Closing*" shall have the meaning such term is given in Section 2.2 hereof.

"*Closing Date*" shall have the meaning such term is given in Section 2.2 hereof.

"*Code*" shall mean the Internal Revenue Code of 1986, as amended.

3.6. Functionality of Software. The Software is capable of performing the functions described in Part I of Exhibit A substantially in accordance with the functional specifications and user documentation provided by Seller to Purchaser. The Software is fully compliant with all Year 2000 issues, and will (i) provide accurate processing of date/time and date/time dependent data (including, but not limited to, calculating, comparing and sequencing operations, as well as the transmitting and receiving of date/time and date/time dependent data) to, from, into and between the twentieth and twenty-first centuries, including all leap year instances, and (ii) express all date and date dependent data passed to, from and through the Software through the use of fully complimented four digit years in a single field in the format "CCYY", where "CC" stands for the century and "YY" stands for the year.

3.7 Outstanding Obligations. All rentals, fees, payments and obligations due and payable or performable on or prior to the Closing Date under or on account of the Assets have been or will be duly paid or performed prior to or on the Closing Date or will be reserved for through the Retention Amount.

3.8 Contracts. Each Contract is presently valid, subsisting and in full force and effect, no default now exists thereunder, Seller has not received or given any notice of default or claimed default thereunder, and Seller has no knowledge of any existing event or circumstance which with notice or passage of time or both could constitute a default thereunder. The Assets are currently being operated, maintained, and marketed in compliance with all terms and provisions of the Contracts applicable thereto.

3.9 Intellectual Property. Seller owns, or is licensed or otherwise has the right to use, all patents, patent rights, trademarks, trademark rights, trade names, trade name rights, service marks, service mark rights, copyrights and other proprietary intellectual property rights and computer programs that constitute the Software. Part I of Exhibit A attached hereto is a true and complete list of all of the Software and other intellectual property rights owned by Seller. No claims are pending or, to the knowledge of Seller, threatened that Seller is infringing or otherwise adversely affecting the rights of any Person with regard to the Software. To the knowledge of Seller, no Person is infringing the rights of Seller with respect to the Software. Except for the Subject Encumbrances that shall either be released at Closing or reserved for through the Retention Amount, all Software that is owned by Seller is owned free and clear of all Encumbrances and all Software that is licensed by Seller is licensed pursuant to valid and existing license agreements and such interests are not subject to any Encumbrances other than those under the applicable license agreements. The consummation of the transactions contemplated by this Agreement will not result in the loss of any Software.

3.10 Violation of Laws. Seller, the Assets and Seller's ownership, maintenance, operation and marketing of the Assets are not in violation of any Law applicable thereto; Seller has made, filed, obtained and/or paid all filings, reports, permits, licenses, certificates, approvals and fees required under applicable Law with respect to the Assets and Seller's ownership, maintenance, operation and marketing of the Assets; and Seller has

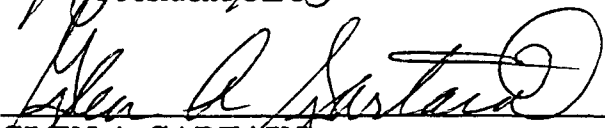
IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed on its behalf as of the date first above written.

SELLER:

ENERGY SOLUTIONS, INC.

By: 

Glen A. Sartain  
President/CEO

  
GLEN A. SARTAIN

PURCHASER:

LICENERGY, INC.

By: 

Gene A. Hammons  
President

## EXHIBIT A

### DESCRIPTION OF ASSETS

#### PART I - SOFTWARE

GASMAN<sup>®</sup> Gas transaction management software designed to meet the functional requirements of the activities of buying, selling, and transmission of Natural Gas. The software system functionally operates as specified in the attached marketing and sales literature.

Hedger<sup>®</sup> Risk management software system that manages the functional requirements of trading activities within the financial segment of the energy industry. The software operates functionally as specified in the attached marketing and sales literature.

GTS Gas Transportation Software system that manages the gathering and transportation activities for pipeline and gathering system companies. The software operates functionally as described in the attached marketing and sales literature.

#### PART II - CONTRACTS

##### Part IIa - Software License Agreements

<u>Licensee</u>	<u>Software</u>	<u>Execution Date</u>
Cabot Oil & Gas Corporation	GASMAN	December 23, 1997
CIMA Energy, LLC	GASMAN and HEDGER	November 15, 1996
Cross Timbers Oil Company	GASMAN	March 30, 1998
Dayton Power & Light	GASMAN	December 23, 1997
Eastern Marketing Corporation	GASMAN and HEDGER	January 10, 1997
Energy Masters	GASMAN and HEDGER	June 13, 1996
ENOGEX, Inc.	GASMAN	August 12, 1996
ENOVA Corporation	HEDGER	October 22, 1996
FINA Natural Gas	GASMAN	October 12, 1992
Florida Power & Light	GASMAN	June 27, 1991
Illinova Energy Services	GASMAN	March 7, 1997
Marathon	GASMAN	October 8, 1996
PECO	GASMAN	October 29, 1997
Scana Energy Marketing	GASMAN and HEDGER	April 30, 1993
Semco Energy Services	GASMAN and HEDGER	May 15, 1997
Sun Oil Company, Inc.	GASMAN and HEDGER	September 24, 1997