

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/27/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nations Energy Holdings, LLC		12/27/2004	LTD LIAB JT ST CO: DELAWARE

RECEIVING PARTY DATA

Name:	MS Energy Holdings, LLC
Street Address:	150 South Wacker Drive
Internal Address:	Suite 2950
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LTD LIAB JT ST CO: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2785367	
Registration Number:	2252405	NATIONS ENERGY
Registration Number:	2710578	NATIONSENERGY

CORRESPONDENCE DATA

Fax Number: (312)698-2064
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-861-8617
 Email: louann.m.murray@bakernet.com
 Correspondent Name: Leslie Bertagnolli
 Address Line 1: 130 East Randolph Drive
 Address Line 2: Suite 3500
 Address Line 4: Chicago, ILLINOIS 60601

CH \$90.00 2785367

NAME OF SUBMITTER:	Leslie Bertagnolli
Signature:	//LAB//
Date:	06/21/2005
Total Attachments: 7 source=NATIONS ENERGY Recordal#page1.tif source=NATIONS ENERGY Recordal#page2.tif source=NATIONS ENERGY Recordal#page3.tif source=NATIONS ENERGY Recordal#page4.tif source=NATIONS ENERGY Recordal#page5.tif source=NATIONS ENERGY Recordal#page6.tif source=NATIONS ENERGY Recordal#page7.tif	

"Encumbrance" means any claim, mortgage, servitude, easement, right of way, equitable interest, lease or other possessory interest, lien, option, pledge, security interest, preference, priority, right of first refusal or similar restriction.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"Excluded Assets" means (i) any business conducted by Ship Creek Energy, LLC, a Delaware limited liability company, or any of its subsidiaries, (ii) any business conducted by any subsidiary of Seller dissolved prior to the date hereof, (iii) Cash Equivalents in an amount equal to FORTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$45,000.00); (iv) any direct or indirect interests in the Johnson Note; (v) the Earnout Agreement, (vi) any losses or loss carry forwards with respect to any and all Taxes, to the extent accruing prior to the date hereof, whether or not the foregoing are derived from the Business, (vii) all personnel records and other records that Seller is required by Law to retain in its possession, and (viii) amounts prepaid to Argus Management Corporation, and (ix) any other asset or interest of Seller that is not part of or reasonably necessary for the future conduct of the Business.

"Excluded Liabilities" means, including in each case by operation of Law, (a) dispute between Seller and Waldron Engineering and Ron Hosie, (b) claim by Alaska Department of Environment and Conservation arising from review of permit application, (c) claim by Dresdner Kleinwort Wasserstein for issuance costs and expenses, and (d) except as specifically identified as a Transferred Liability, any other amounts, whether direct or indirect, present, future or contingent, due from, or obligations owed by, Seller (i) pursuant to any promissory note, (ii) to any Owners, or (iii) to any other Persons.

"First Amendment" means the First Amendment to Loan Agreement dated as of the date hereof between SP&T and GE.

"GE" has the meaning set forth in the recitals to this Agreement.

"Governmental Authorization" means any Consent, license, permit or registration issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law.

"Governmental Body" means any (i) federal, state, local, municipal, or other government, (ii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, or department and any court or other tribunal), (iii) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power of any nature or (iv) official of any of the foregoing.

"Houston Lease" means, together and in each case in respect of offices in Houston, Texas, that certain Lease Agreement dated March 20, 2000, as amended, between Seller (f/k/a Acetex Energy Holdings, LLC) and Lyric Centre Enterprises, in respect of offices in Houston, Texas and that certain Sublease dated as of June 21, 2004, between Seller and Comsys Information Technology Services, Inc.

"Intellectual Property" means all of the following, in each case to the extent connected to the Business: (i) all inventions (whether patentable or unpatentable and whether or not reduced to

practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (ii) all trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, Internet domain names and addresses, and rights in telephone numbers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (iii) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (iv) all mask works and all applications, registrations, and renewals in connection therewith, (v) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (vi) all computer software (including source code, executable code, data, databases and related documentation), (vii) all advertising and promotional materials, (h) all other proprietary rights, and (viii) all copies and tangible and intangible embodiments thereof (in whatever form or medium).

"Johnson Note" means that certain Promissory Note dated July 1, 1998 made by William B. and Cheryl E. Johnson to the order of Acetex Corporation in the face amount of \$43,000.00.

"Law" means any constitution, law, statute, treaty, rule, regulation, ordinance, code, binding case law, principle of common law or notice of any Governmental Body.

"Liabilities" includes liabilities or obligations of any nature, whether known or unknown, whether absolute, accrued, contingent, choate, inchoate or otherwise, whether due or to become due.

"Loan Agreement" has the meaning set forth in the recitals to this Agreement.

"Material Adverse Effect" means a material adverse effect on, or a material adverse change in, the business, financial condition or operations of the Business as presently conducted; provided, however, that a Material Adverse Effect shall not be deemed to result from or arise out of (i) any change in general economic conditions in the United States, (ii) any change in the securities, foreign exchange or other markets of the United States, (iii) any change generally affecting businesses operating in the industries or markets in which the Business operates, (iv) any change in the accounting requirements applicable to the Business, (v) any change in any Law applicable to the Business, including the proposal or adoption of any new Law or any change in the interpretation or enforcement of any existing Law, (vi) any change resulting from the execution of this Agreement, any Ancillary Agreement, the First Amendment or any Related Document (as that term is defined in the First Amendment), or (vii) any action required to be taken under applicable Laws or Contracts.

"Mingo Credit Agreement" means that certain Credit Agreement dated as of December 27, 1999 among Mingo Junction Energy, as borrower, Bank of America, N.A. (as successor to Banc of America Commercial Finance Corporation), as administrative agent, collateral agent and a lender, and Heller Financial, Inc., as a lender, as amended.

"Mingo Junction Energy" means Mingo Junction Energy Center, LLC, a Delaware limited liability company and direct subsidiary of Nations.

"Nations" means Nations Energy, LLC, a Delaware limited liability company.

"Occupational Safety and Health Law" means any Law in effect on the date hereof designed primarily to provide safe and healthful working conditions and to reduce occupational safety and health hazards.

"Operations" means Nations Energy Operations, LLC, a Delaware limited liability company.

"Ordinary Course of Business" means, with respect to any Person, an action taken by such Person if such action is consistent in nature, scope and magnitude with the past practices of such Person and is taken in the ordinary course of the normal day-to-day operations of such Person.

"Owners" has the meaning set forth in the recitals to this Agreement.

"Party" has the meaning set forth in the preamble to this Agreement.

"Permitted Encumbrance" means (a) with respect to the Securities, (i) security interests of GE or its Affiliates therein, (ii) security interests in connection with the Mingo Credit Agreement, and (iii) liens for Taxes that are not yet due and payable or that are being contested in good faith, and (b) with respect to the Transferred Assets, (i) mechanic's, materialman's or similar liens with respect to amounts that are not yet due and payable or that are being contested in good faith, (ii) any security interests of GE or its Affiliates therein (iii) security interests in connection with the Mingo Credit Agreement, (iv) liens for Taxes that are not yet due and payable or that are being contested in good faith, (v) liens securing rental payments under capital lease arrangements, (vi) matters of public record, and (vii) statutory Encumbrances arising out of operation of Law with respect to a Liability incurred in the Ordinary Course of Business and which is not delinquent or is being contested in good faith.

"Person" means an individual, a corporation, a partnership, a limited liability company, an association, a joint-stock company, a trust, an unincorporated organization and any government or political subdivision thereof.

"Proceeding" means any action, arbitration, audit, examination, investigation, hearing, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether *ex parte* or *inter partes*, whether formal or informal, and whether public or private) commenced, brought, conducted, heard by or before or otherwise involving any Governmental Body or arbitrator.

"Representative" means, with respect to a particular Person, any director, officer, employee, agent, consultant, advisor, legal counsel, accountant or other representative of that Person.

"Sale Condition" means (i) any sale, conveyance, assignment, transfer or delivery due to be effected pursuant to Section 2.1, or (ii) any retention of ownership or Liability due to exist pursuant to Section 2.2.

"Securities" means all of the membership interests in each of the Transferred Subsidiaries.

"Seller" has the meaning set forth in the preamble to this Agreement.

"Seller Benefit Plan" means the employee benefits to Seller's employees pursuant to: (i) Vision Service Plan administered by Beneficial Administration Company, Inc. for the Supplemental Vision Benefit Trust effective on or about January 1, 2000; (ii) dental insurance benefits renewed on or about December 19, 2003 and provided pursuant to Group Plan G-367194-F-05 as administered by The Guardian Group; (iii) health insurance benefits renewed on or about January 3, 2004 and provided pursuant to Group Plan P12736 by Blue Cross Blue Shield of Illinois; and (iv) Profit Sharing/401(k) Plan provided pursuant to the Agreement dated as of July 16, 2003, between Seller and Fidelity Management Trust Company.

"Southbridge" means Southbridge Energy Center, LLC, a Delaware limited liability company.

"SP&T" has the meaning set forth in the recitals to this Agreement.

"SP&T Guaranty" has the meaning set forth in the recitals to this Agreement.

"Tax" means all federal, state, local and other taxes, charges, fees, duties (including customs duties), levies or assessments, including income, gross receipts, net proceeds, alternative or add-on minimum, ad valorem, turnover, real and personal property (tangible and intangible), sales, use, franchise, excise, value added, stamp, leasing, lease, user, transfer, fuel, excess profits, occupational, interest equalization, windfall profits, severance, license, payroll, environmental, capital stock, disability, employee's income withholding, other withholding, unemployment and social security taxes, that are imposed by any Governmental Body, and including any interest, penalties or additions to tax attributable thereto.

"Tax Return" means any report, return or other information required to be supplied to a Governmental Body in connection with any Taxes.

"Texas City" means Texas City Energy Center, LLC, a Delaware limited liability company.

"Transferred Assets" means all of Seller's right, title and interest in and to (i) Accounts Receivable, (ii) Business Property, (iii) Contracts entered into by Seller not otherwise identified in this Agreement, which would be useful and beneficial in the future conduct of the Business by Buyer, (iv) Governmental Authorizations, to the extent transferable, relating to the Business (and pending applications and renewals therefor), (v) Intellectual Property, (vi) Cash Equivalents in excess of \$45,000 (FORTY-FIVE THOUSAND DOLLARS AND NO CENTS), (vii) any prepaid expenses relating to the Business; (viii) any receivables due to Seller from any Transferred Subsidiary; (ix) any interests of Seller in any insurance policies, other than policies

BILL OF SALE

This Bill of Sale dated as of December 27 2004 ("Bill of Sale"), is by and between MS Energy Holdings, LLC, a Delaware limited liability company ("Buyer"), and Nations Energy Holdings, LLC, a Delaware limited liability company ("Seller") (each a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, simultaneously herewith, Buyer and Seller are entering into a Sale and Purchase Agreement ("Agreement"), pursuant to which (i) Seller is selling and Buyer is purchasing certain of Seller's assets, and (ii) Seller is assigning and transferring and Buyer is assuming certain of Seller's liabilities and obligations; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings given in the Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

AGREEMENT

ARTICLE 1

SALE AND TRANSFER

For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, free and clear of any Encumbrances (other than Permitted Encumbrances), all of the Transferred Assets.

ARTICLE 2

POWER OF ATTORNEY

Without limiting Article 3, Seller constitutes and appoints Buyer the true and lawful agent and attorney in fact of Seller, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Seller but on behalf and for the benefit of Buyer and its successors and assigns, from time to time:

(a) to demand, receive and collect any and all of the Transferred Assets and to give receipts and releases for and with respect to the same, or any part thereof;

(b) to institute and prosecute, in the name of Seller or otherwise, any and all proceedings at law, in equity or otherwise, that Buyer or its successors and assigns may deem proper to collect or reduce to possession any of the Transferred Assets and to collect or enforce any claim or right of any kind hereby assigned or transferred, or intended so to be; and

(c) to do all things legally permissible, required, or reasonably deemed by Buyer to be required, to recover and collect the Transferred Assets, and to use Seller's name in such manner as Buyer may reasonably deem necessary for the collection and recovery of the Transferred Assets.

The foregoing powers are coupled with an interest and shall be irrevocable by Seller.

ARTICLE 3

FURTHER ACTIONS

Upon Buyer's request, Seller shall execute and deliver, at Buyer's expense, any other instruments of transfer and assignment and take such other actions as Buyer may reasonably require to more effectively transfer and assign to and vest in Buyer each of the Transferred Assets.

ARTICLE 4

RELATIONSHIP TO THE PURCHASE AGREEMENT

The terms of the Agreement are incorporated herein by reference, and shall not be superseded by this Bill of Sale, but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between the Agreement and this Bill of Sale, the Agreement shall control.

ARTICLE 5

MISCELLANEOUS

(a) This Bill of Sale shall be governed by and construed under the laws of Illinois, without regard to conflicts of laws principles that would require the application of any other law.

(b) This Agreement may be executed in two or more counterparts.

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IN WITNESS WHEREOF, the Parties have caused this Bill of Sale to be executed by their duly authorized Representatives as of the date first above written.

NATIONS ENERGY HOLDINGS, LLC

BY: 

Thomas H. Shepard
President

MS ENERGY HOLDINGS, LLC

BY: 

Thomas H. Shepard
President