

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Portland General Electric Company		05/03/2005	CORPORATION: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Earth Advantage, Inc.		
<b>Street Address:</b>	16280 SW Upper Boones Ferry Road		
<b>City:</b>	Portland		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97224		
<b>Entity Type:</b>	Nonprofit Corporation: OREGON		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2776201	EARTH ADVANTAGE	
<b>Serial Number:</b>	76574814	EARTH ADVANTAGE MARK OF CERTIFICATION	
<b>Serial Number:</b>	76559878	EA	
<b>Serial Number:</b>	76614300		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(503)972-3824		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	503.802.2177		
<b>Email:</b>	lisas@tonkon.com		
<b>Correspondent Name:</b>	Christopher D. Erickson		
<b>Address Line 1:</b>	888 SW Fifth Avenue, Suite 1600		
<b>Address Line 4:</b>	Portland, OREGON 97204		
<b>NAME OF SUBMITTER:</b>	Christopher D. Erickson		
<b>Signature:</b>	/christopher d. erickson/		

OP \$115.00 2776201

Date:

09/29/2005

**Total Attachments: 4**

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CONTRIBUTION AND ASSUMPTION AGREEMENT.

This Contribution and Assumption Agreement (this "Agreement"), dated effective as of the 3<sup>rd</sup> day of May, 2005, between Earth Advantage, Inc., an Oregon public benefit nonprofit corporation ("Earth Advantage, Inc.") and Portland General Electric Company, an Oregon corporation ("PGE").

WHEREAS, PGE desires to make a contribution as a grant of gift and charitable donation of certain assets and liabilities to Earth Advantage, Inc.; and

WHEREAS, Earth Advantage, Inc. desires to accept such grant of gift and charitable donation and assume such assets and liabilities of PGE.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PGE and Earth Advantage, Inc. hereby agree as follows:

[REDACTED]

[REDACTED]

[REDACTED]

EXHIBIT A

to

Contribution and Assumption Agreement

Description of Assets

1. Subject to the Agreements between PGE and third parties identified in the attached Schedule 1, and subject to PGE's right to complete the performance of any of the Schedule 1 agreements that are not assigned to Earth Advantage, Inc. pursuant to paragraph 3 below, PGE hereby agrees as follows:
  - A. PGE transfers to Earth Advantage, Inc., all of PGE's right, title and interest in and to the business name, trademark and service mark EARTH ADVANTAGE and the goodwill of PGE's business associated therewith, including but not limited to all of PGE's right, title and interest in and to U.S. Registration No. 2,776,201.
  - B. PGE transfers to Earth Advantage, Inc. all of PGE's right, title and interest in and to the certification mark reproduced below:



Together with the goodwill of PGE's business associated with the above certification mark and all of PGE's right, title and interest in and to U.S. Certification Mark Application Serial No. 76/574,814.

[REDACTED]

[REDACTED]

[REDACTED]

D. PGE transfers to Earth Advantage, Inc. all of PGE's right, title and interest in and to a logo comprising a stylized form of the letters EA, together with any goodwill of PGE's business associated with such logo, including but not limited to all of PGE's right, title and interest in and to U.S. Trademark Application Nos. 76/559,878 and 76/614,300.

[REDACTED]

party. This License Agreement shall be binding upon the assignees of the respective parties.

16. Notices: Except as may be otherwise expressly provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when hand delivered in writing or sent by first class United States postage prepaid to the address and attention of the person set forth below (or to such other address and/or to the attention of such other person as may be provided by written notice in the future from one party to the other):

Portland General Electric Company

121 SW Salmon Street  
1 WTC-13  
Portland, OR 97204  
Attention: General Counsel

Earth Advantage, Inc.

16280 SW Upper Boones Ferry Road  
Portland, OR 97224  
Attention: General Counsel

PORTLAND GENERAL ELECTRIC COMPANY

By: Stephen R. Hawke

Date: 5-3-2005

Name: Stephen R. Hawke

Title: Vice President

EARTH ADVANTAGE, INC.

By: Jon A. Chandler

Date: 3 May 05

Name: Jon A. Chandler

Title: President