

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENERVEST RESOURCE MANAGEMENT LTD.		10/04/2005	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	ENERVEST LIMITED PARTNERSHIP		
Street Address:	Suite 300, 808 - 1st Street S.W.		
City:	Alberta		
State/Country:	CANADA		
Postal Code:	T2P 1M9		
Entity Type:	LIMITED PARTNERSHIP: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75437383	ENERVEST	
CORRESPONDENCE DATA			
Fax Number:	(202)331-4308		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2022937060		
Email:	trademark@sughrue.com		
Correspondent Name:	Cynthia C. Weber		
Address Line 1:	2100 Pennsylvania Avenue, N.W.		
Address Line 2:	Suite 800		
Address Line 4:	washington, DISTRICT OF COLUMBIA 20037		
ATTORNEY DOCKET NUMBER:	S0594		
DOMESTIC REPRESENTATIVE			
Name:	Cynthia C. Weber		
Address Line 1:	2100 Pennsylvania Avenue, N.W.		

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Address Line 2: Suite 800

Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

NAME OF SUBMITTER:

Cynthia C. Weber

Signature:

/Cynthia C. Weber/

Date:

10/12/2005

Total Attachments: 4

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**ASSIGNMENT OF TRADEMARKS
TRADE-MARK ASSIGNMENT AGREEMENT**

This Agreement made as of and effective from the 4th day of October, 2005.

BETWEEN:

ENERVEST RESOURCE MANAGEMENT LTD., an Alberta,
Canada Corporation (hereinafter referred to as the "**Assignor**")

-and-

ENERVEST LIMITED PARTNERSHIP, an Alberta Limited
Partnership (hereinafter referred to as the "**Assignee**")

WHEREAS the Assignor and the Assignee are parties to an Asset Conveyance Agreement dated June 1, 2004 pursuant to which various assets were sold by the Assignor to the Assignee;

AND WHEREAS the Asset Conveyance Agreement contemplates the acquisition by the Assignee of certain trade-marks owned by the Assignor and the trade-mark applications and registrations therefore, all as listed on Schedule "A" attached to this Agreement (the "**Trade-marks**");

AND WHEREAS the Assignee and Assignor wish to execute a specific assignment in relation to the Trade-marks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:


1. The Assignor hereby sells, assigns and transfers to the Assignee all of its undivided interest equal to 100% of its right, title and interest in and to the Trade-marks and the registrations and applications thereof, including, without limitation, all rights that the Assignor has in the Trade-marks at common law and under the Canadian Trade-marks Act and the United States Trade-marks Act, together with all copyrights therein, all rights under licenses and other agreement or instruments relating thereto, and all goodwill associated with the Trade-marks, the same to be held and enjoyed by the Assignee as fully and effectively as the same would have been enjoyed by the Assignor if this assignment and transfer had not been made.
2. The Assignor hereby represents and warrants that the Assignor is now rightfully possessed of and entitled to, and now has good right, title and authority to sell, assign and transfer unto the Assignee the Trade-marks and the goodwill associated with the Trade-marks and that the Assignor is registered as owner of the Trade-marks where such Trade-marks have been registered.
3. The parties shall with reasonable diligence take all action, do all things, attend or cause their representatives to attend all meetings and execute all further documents, agreements and assurances as may be required from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent, including without limitation, executing and filing notices and assignments at the appropriate trade-marks offices in order to amend the applicable trade-mark registries to reflect the assignments herein.

4. This Agreement shall be governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the date first above written.

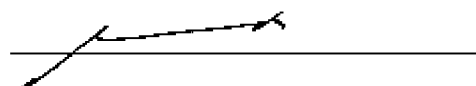
ENERVEST RESOURCE MANAGEMENT LTD.

Per:


Michael Streunken

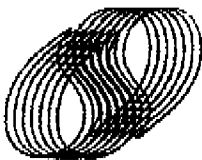
**ENERVEST LIMITED PARTNERSHIP
by its general partner
1175250 ALBERTA LTD.**

Per:



SCHEDULE "A"

CANADA

TRADE-MARK:	Details of Registration / Application:
<p>EnerVest</p>	<p>Registered Trade-mark in Canada. Registration No. TMA523,700, registered on February 24, 2000. Registered for use in association with association with:</p> <ol style="list-style-type: none"> 1. Newsletters, name tags, tombstones, watches, lighters, pens, coffee mugs, posters, hats, jackets, coats, tee shirts, golf shirts, golf tees and golf balls; and 2. Investment management and financial advisory services, namely structuring, implementation and sale of securities and investment vehicles, asset management and personal and corporate financial management services
<p>ENERVEST VALUING INVESTORS</p>	<p>Trade-mark Application in Canada Serial No. 1194989; Filed October 28, 2003, not yet registered Applied for use in association with:</p> <ol style="list-style-type: none"> 1. Newsletters, name tags, tombstones, watches, lighters, pens, coffee mugs, posters, hats, jackets, coats, tee shirts, golf shirts, golf tees and golf balls; and 2. Investment management and financial advisory services, namely structuring, implementation and sale of securities and investment vehicles, asset management and personal and corporate financial management services
 <p>(SWIRL DESIGN)</p>	<p>Trade-mark Application in Canada Serial No. 1194988; Filed October 28, 2003, not yet registered Applied for use in association with:</p> <ol style="list-style-type: none"> 1. Newsletters, name tags, tombstones, watches, lighters, pens, coffee mugs, posters, hats, jackets, coats, tee shirts, golf shirts, golf tees and golf balls; and 2. Investment management and financial advisory services, namely structuring, implementation and sale of securities and investment vehicles, asset management and personal and corporate financial management services

UNITED STATES

TRADE-MARK:	Details of Registration / Application:
<p>ENERVEST</p>	<p>Trademark Registration in the United States Registration No. 2,409,762, registered on December 5, 2000 Registered for use in association with association with:</p> <ol style="list-style-type: none"> 1. Newsletters regarding investor public relations, investment education, investment advisory services, and corporate

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	promotion (ic 16);
2.	Hats, jackets, coats, tee shirts, golf shirts (ic 25);
3.	Golf tees, golf balls (ic 28); and
4.	Financial services in the nature of investment securities; investment advice; and personal and corporate financial management (ic 36)

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