

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DTN Energy Services, LLC		12/31/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Data Transmission Network Corporation		
Street Address:	9110 W. Dodge Road		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68114		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2788498	DTN ENERGY	
Registration Number:	1705952	DTENERGY	
CORRESPONDENCE DATA			
Fax Number:	(402)346-1148		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	402-346-6000		
Email:	pamela.flint@kutakrock.com		
Correspondent Name:	Pamela Flint, Paralegal		
Address Line 1:	1650 Farnam Street		
Address Line 2:	Kutak Rock LLP		
Address Line 4:	Omaha, NEBRASKA 68102		
ATTORNEY DOCKET NUMBER:	DTN ENERGY		
NAME OF SUBMITTER:	Pamela S. Flint, Paralegal		
Signature:	/Pamela S. Flint/		

OP \$65.00 2788498

Date:

04/02/2007

Total Attachments: 6

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DTN ENERGY SERVICES, LLC

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (“Bill of Sale”), effective as of December 31, 2006, is by and between DTN Energy Services, LLC, a Delaware limited liability company (“DTN Energy Services”), and Data Transmission Network Corporation, a Delaware corporation (“DTNC”).

WHEREAS, DTNC holds all of the issued and outstanding membership interests in DTN Energy Services; and

WHEREAS, the Board of Managers of DTN Energy Services has determined that it is in the best interests of the company to distribute all of its assets, including but not limited to those identified on Exhibit A (the “Assets”) and all of its liabilities, including but not limited to those identified on Exhibit B (the “Liabilities”) to its sole member and to subsequently wind up its operations and dissolve; and

WHEREAS, DTNC, as sole member of DTN Energy Services, has consented to the distribution of the Assets and Liabilities and the winding up and dissolution of DTN Energy Services, and

WHEREAS, by this Bill of Sale DTN Energy Services is vesting in DTNC all of the Assets and Liabilities.

NOW, THEREFORE, DTN Energy Services hereby distributes, transfers, assigns, conveys, grants, sets over, aliens, remises, releases, delivers and confirms unto DTNC, its successors and assigns, all of its rights, title and interest in and to the Assets and Liabilities.

TO HAVE AND TO HOLD all of the Assets and Liabilities unto DTNC, its successors and assigns, to its and their own use forever.

DTNC hereby assumes and agrees to pay, perform and discharge the Liabilities and any other claims and obligations of DTN Energy Services, whether related to the Assets or otherwise.

DTN Energy Services hereby constitutes and appoints DTNC, its successors and assigns, DTN Energy Services’ true and lawful attorney and attorneys, with full power of substitution, in DTN Energy Services’ name and stead, but on behalf and for the benefit of DTNC, its successors and assigns, to demand and receive any and all of the Assets, and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute in DTN Energy Services’ name, or otherwise, for the benefit of DTNC, its successors and assigns, any and all proceedings at law, in equity or otherwise, which DTNC, its successors and assigns, may deem proper for the collection, reduction to possession of or satisfaction of any of the Assets or Liabilities or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the Assets and Liabilities that DTNC, its successors and assigns, shall deem desirable, DTN Energy Services hereby declaring that the foregoing powers are coupled with an

interest and are and shall be irrevocable by DTN Energy Services or by its dissolution or in any manner or for any reason whatsoever.

DTN Energy Services hereby represents and warrants to DTNC that it has good and marketable title to the Assets, free and clear of all liens and other encumbrances, except for the continuing first priority security interest in and liens on the Assets under the First Lien Credit and Guaranty Agreement, dated as of March 10, 2006, among DTNC, the Guarantors and Lenders referred to therein, Goldman Sachs Credit Partners L.P., as Lead Arranger, Sole Bookrunner and Sole Syndication Agent, and General Electric Capital Corporation, as Administrative Agent and Collateral Agent, and the Collateral Documents (as defined therein) delivered pursuant thereto, as well as the continuing second priority security interests in and liens on the Assets under the Second Lien Credit and Guaranty Agreement, dated as of March 10, 2006, among DTNC, the Guarantors and Lenders referred to therein, and Goldman Sachs Credit Partners, L.P., as Lead Arranger, Sole Bookrunner, Sole Syndication Agent, Administrative Agent and Collateral Agent, and the Collateral Documents (as defined therein) delivered pursuant thereto, as such documents may from time to time be amended or otherwise modified, supplemented, replaced, refunded or refinanced (whether or not with the same agents, banks, lenders, trustees or holders), and irrespective of any changes in the terms thereof (including extending the maturity of obligations, adding or deleting borrowers or guarantors and increasing the amount of incurred or available indebtedness).

DTN Energy Services hereby covenants that, from time to time after the delivery of this Bill of Sale, at DTNC's request and without further consideration, DTN Energy Services will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, conveyances, transfers, assignments, powers of attorney and assurances as reasonably may be required more effectively to convey, transfer to and vest in DTNC, and to put DTNC in possession of, any and all of the Assets and Liabilities.

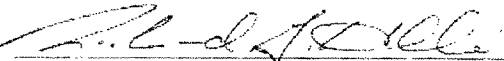
Nothing in this Bill of Sale, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm or corporation other than DTNC and DTN Energy Services and their respective successors and assigns any remedy or claim under or by reason of this Bill of Sale or any terms, covenants or conditions hereof, and all the terms, covenants, conditions, promises and agreements in this Bill of Sale shall be for the sole and exclusive benefit of DTNC and DTN Energy Services and their respective successors and assigns.

This Bill of Sale is executed by, and shall be binding upon, DTNC and DTN Energy Services and their respective successors and assigns, for the uses and purposes above set forth and referred to, effective immediately upon its delivery to DTNC. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of law. This Bill of Sale may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signatures are on the following page]

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be executed as of the date first above written.

DTN ENERGY SERVICES, I.L.C

By: 
Name: Richard G. Halle
Title: Chief Financial Officer

DATA TRANSMISSION NETWORK
CORPORATION

By: 
Name: Richard G. Halle
Title: Chief Financial Officer

EXHIBIT A

ASSETS

Any and all assets held by DTN Energy Services, including but not limited to all equipment, parts, supplies, computer hardware and software, furniture, real estate, fixtures, motor vehicles, contracts, intellectual property, goodwill, licenses, franchises, permits, warranties, documents files and records.

EXHIBIT B

LIABILITIES

Any and all liabilities of DTN Energy Services, including but not limited to all obligations of DTN Energy Services under the First Lien Credit and Guaranty Agreement, dated as of March 10, 2006, among DTNC, the Guarantors and Lenders referred to therein, Goldman Sachs Credit Partners L.P., as Lead Arranger, Sole Bookrunner and Sole Syndication Agent, and General Electric Capital Corporation, as Administrative Agent and Collateral Agent, and the Collateral Documents (as defined therein) delivered pursuant thereto, as well as the continuing second priority security interests in and liens on the Assets under the Second Lien Credit and Guaranty Agreement, dated as of March 10, 2006, among DTNC, the Guarantors and Lenders referred to therein, and Goldman Sachs Credit Partners, L.P., as Lead Arranger, Sole Bookrunner, Sole Syndication Agent, Administrative Agent and Collateral Agent, and the Collateral Documents (as defined therein) delivered pursuant thereto.

SCHEDULE A

TRADEMARKS

DTN ENERGY SERVICES, LLC

<u>Trademark</u>	<u>Application No., Filing Date</u>	<u>Registration No., Registration Date</u>
DTN ENERGY	76/467,702 11/15/02	2,788,498 08/04/92
DTENERGY	74/101,495 09/28/90	1,705,952 08/04/92