

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
Southwestern Energy Company		07/01/2008	COMPANY:
RECEIVING PARTY DATA			
Name:	Arkansas Western Gas Company		
Street Address:	1001 Sain Street		
City:	Fayetteville		
State/Country:	ARKANSAS		
Postal Code:	72703		
Entity Type:	COMPANY:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2782236	ARKANSAS WESTERN GAS	
CORRESPONDENCE DATA			
Fax Number:	(713)615-5554		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(713) 758-3554		
Email:	plai@velaw.com		
Correspondent Name:	Phillina Lai		
Address Line 1:	1001 Fannin Street, Suite 2500		
Address Line 4:	Houston, TEXAS 77002-6760		
ATTORNEY DOCKET NUMBER:	SOU895/58000		
NAME OF SUBMITTER:	Phillina Lai		
Signature:	/phillina lai/		
Date:	07/10/2008		

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Total Attachments: 4

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Assignment of Intellectual Property Rights (this "Assignment") dated as of the 1st day of July, 2008 (the "Effective Date"), is by and between Southwestern Energy Company ("Assignor") and Arkansas Western Gas Company ("Assignee"). All capitalized terms used herein and not defined shall have the meanings ascribed to them in the Stock Sale and Purchase Agreement dated November 9, 2007, (the "Agreement").

RECITALS:

WHEREAS, Assignee and Assignor are parties to the Agreement, pursuant to which Assignor has agreed to assign to Assignee, and Assignee has agreed to accept and assume the obligations with respect to, the Intellectual Property Rights described in Exhibit 1 hereto; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Assignment**. Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Intellectual Property Rights described in Exhibit 1 hereto, which is incorporated by reference herein, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any such Intellectual Property Rights, whether arising prior to or subsequent to the date of this Assignment, and any and all associated registrations and applications with respect thereto, and any and all renewals and extensions thereof, that may hereafter be secured under the laws now or hereafter in effect in the United States of America and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
2. **Further Assurances**. For the purposes of effectuating the assignment herein, Assignor shall deliver to Assignee all documents and instruments in its possession or in possession of its agents concerning the Intellectual Property Rights, including all prosecution, opposition, cancellation, and enforcement files. Assignor agrees to execute such documents and instruments as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such Intellectual Property Rights, and covenants that it will do all things necessary to give full effect to this Assignment, including obtaining and executing any written agreements and other instruments to enable Assignee and its successors and assigns to record and enforce this Assignment.
3. **Authority**. Assignor represents and warrants that it has the full right to convey the entire right, title, and interest in the Intellectual Property Rights, and that it has not executed, and will not execute, any conflicting agreement.

4. Governing Law. THIS ASSIGNMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, AND ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR ANY BREACH HEREOF SHALL BE DECIDED ACCORDING TO, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OR CONFLICTS OF LAWS (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK). NOTWITHSTANDING SECTION 5 BELOW, EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF ANY COURT OF THE STATE OR FEDERAL COURT LOCATED IN NEW YORK COUNTY, NEW YORK, IN ORDER TO OBTAIN ANY INTERIM OR PRELIMINARY RELIEF IN SUPPORT OF ANY SUCH ARBITRATION UNDER SECTION 5 OR FOR ENFORCEMENT OF ANY AWARD OF THE ARBITRATORS, AND HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION OR DEFENSE THAT IT MAY HAVE BASED ON IMPROPER VENUE OR FORUM NON CONVENIENS TO THE CONDUCT OF ANY SUCH PROCEEDING IN ANY SUCH COURTS AND HEREBY AGREES (ON BEHALF OF ITSELF AND ITS AFFILIATES) THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING WILL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY APPLICABLE LAW; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL UNDER NO CIRCUMSTANCE BE CONSTRUED TO LIMIT, CONSTRAIN OR RESTRICT ANY RIGHT OF EITHER OF THE PARTIES TO SEEK TO OBTAIN ANY SUCH INTERIM OR PRELIMINARY RELIEF IN SUPPORT OF ANY SUCH ARBITRATION UNDER SUCH SECTION 5 OR FOR ENFORCEMENT OF ANY AWARD OF THE ARBITRATORS IN ANY OTHER JURISDICTION OR VENUE IN WHICH LAWFUL JURISDICTION AND VENUE MAY PERTAIN.

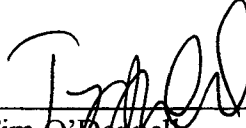
5. Dispute Resolution. Any controversy or claim arising out of or relating to this Assignment or any breach thereof (a "Dispute") shall be settled according to the provisions of this Section 5. Upon the written request of either Party, the Parties will attempt in good faith to settle the Dispute within 30 days of such request. If such good-faith negotiations do not resolve the Dispute, the Dispute shall be referred to the level of Executive Vice President or Senior Vice President within each Party's organization for resolution. If the Dispute is not resolved within 30 days after the Dispute was referred to the Executive Vice President or Senior Vice President of each organization, either Party may demand arbitration of such Dispute by the American Arbitration Association under its Commercial Arbitration Rules. There shall be three arbitrators. The place of arbitration shall be New York City, New York. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and expenses in the arbitration, including attorneys' fees, and the costs and expenses of the arbitration shall be borne equally by the Parties. Any award of the arbitrators shall include interest, unless the arbitrators determine that interest is not appropriate. All statutes of limitations that would otherwise be applicable shall apply to any arbitration proceeding. The right and obligation to arbitrate shall survive the termination of this Assignment.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be an original, but together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be signed and delivered by their duly authorized representatives.

ASSIGNOR:

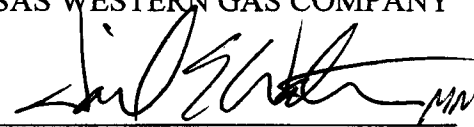
SOUTHWESTERN ENERGY COMPANY

By: 

Tim O'Donnell
Treasurer and Vice President,
Human Resources

ASSIGNEE:

ARKANSAS WESTERN GAS COMPANY

By: 

Dan Watson
President

EXHIBIT 1

DESCRIPTION OF INTELLECTUAL PROPERTY RIGHTS ASSIGNED

1. The following marks and trade names:
 “Arkansas Western Gas Company”
 “Associated Natural Gas Company”
2. The logos utilized by the Company incorporating such marks or trade names to the extent such logos do not incorporate the name of Seller.
3. U.S. trademark registration No. 2,782,236.
4. The website location www.awgonline.com and any domain names or domain name registrations associated therewith.