

**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>
PS Energy Group, Inc.		10/31/2007	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MXenergy Inc.		
<b>Street Address:</b>	595 Summer Street		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2806440	GASKEY	
Registration Number:	2806439	GASKEY	
Registration Number:	3292231	GASKEY GOLD	
Registration Number:	3304622	SILVER THERMS	
Registration Number:	3292232	GASKEY SILVER	
Serial Number:	78890004	GASKEY PLATINUM	
Serial Number:	77321490	GASKEY THE NATURAL GAS FOR GEORGIA.	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(203)259-1070		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	203-259-7900		
Email:	jmarsh@jeffire.com		
Correspondent Name:	Jason A. Marsh		
Address Line 1:	55 Walls Drive		

OP \$190.00 2806440

Address Line 4: Fairfield, CONNECTICUT 06824

ATTORNEY DOCKET NUMBER:	MXENERGY
NAME OF SUBMITTER:	Jason Marsh
Signature:	/jason marsh/
Date:	05/01/2009

**Total Attachments: 6**

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## Trademark Assignment

**THIS ASSIGNMENT** is made as of this 31<sup>st</sup> day of October, 2007 by and between PS ENERGY GROUP, INC., a Georgia corporation ("Assignor") and MXenergy Inc., a Delaware corporation ("Assignee").

**WHEREAS**, Assignor owns certain registered service marks described on Exhibit A hereto covering the marks and/or designs for "GASKEY," "GASKEY GOLD," "GASKEY SILVER," and "SILVER THERMS" (herein, the "Registered Marks").

**WHEREAS**, Assignor also owns certain service marks described on Exhibit A for which applications for registration are pending in the United States Patent & Trademark Office covering the marks and/or designs "GASKEY PLATINUM" and "GASKEY THE NATURAL GAS FOR GEORGIA" (the "Pending Marks") (the Registered Marks and Pending Marks shall hereinafter be referred to, collectively, as the "Marks").

**WHEREAS**, pursuant to that certain Asset Purchase Agreement by and between the parties of even date herewith (the "Purchase Agreement"), Assignor has sold to Assignee all of the Assets (as defined in the Purchase Agreement), including, *inter alia*, Assignee's entire right, title and interest in and to the Marks.

**WHEREAS**, the parties are entering this Agreement to effect such transfer.

**NOW THEREFORE**, for the consideration paid by Assignee to Assignor as set forth in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals Incorporated. The recitals are incorporated herein by reference.
2. Assignment and Assumption. Effective the date hereof, the Assignor hereby irrevocably assigns, transfers and conveys unto Assignee, all of Assignor's rights, title and interest in the Marks together with all goodwill appurtenant thereto. Assignee hereby accepts the foregoing assignment.
3. Title: Non-Infringement. Assignor owns the full and exclusive right to use the Marks, to the best of Assignor's knowledge, the actual and contemplated use thereof does not conflict with or infringe upon or otherwise violate any rights of others. No claim has been asserted by any person against Assignor with respect to the use of the Marks challenging or questioning the validity or effectiveness of such use and there exists no valid basis for any such claim.
4. USTPO Filing. The parties hereto authorize and instruct Assignee's counsel, Jason A. Marsh, Esq. of Jeffers & Ireland Professional Corporation to prepare and file this document together with one or more Form PTO-1594 "Recordation Form Cover Sheet" or its electronic equivalent, with the United States Patent and Trademark Office for the purpose of registering the transfer and assignment of the Marks.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia.
6. Further Assurances. The parties to this Agreement shall execute and deliver all such further documents and do all such further acts and things as any other party reasonably requests to further evidence, carry out and give full effect to the terms, conditions, intent and meaning of this Agreement.
7. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors and assigns (which become such by operation of law), legal representatives and heirs.
8. Modification. Neither this Agreement nor any provision hereof may be modified, changed, discharged or terminated except by the written agreement of all the parties hereto.
9. Severability. In the event that any one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement.
10. Counterparts. This Agreement may be executed in one or more counterparts, by either original signature or signature by facsimile or other electronic transmission, and each copy so executed shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.
11. Notices. Any notice, demand or request required or permitted to be given under this Agreement shall be in writing, delivered personally or by means of electronic delivery, or via certified mail, return receipt requested, or such other courier or overnight service which provides a delivery receipt and shall be mailed or delivered to:

PS Energy Group, Inc.  
2987 Clairmont Road, Suite 500  
Atlanta, GA 30328  
Attn: Livia Whisenhunt, President  
Fax: (404) 321-3938

With a copy to:

Smith, Gambrell & Russell, LLP  
1230 Peachtree Street, NE  
Promenade II, Suite 3100  
Atlanta, GA 30309-3592  
Attn: Brian Hall  
Fax: (404) 685-6837

MXenergy Inc.

595 Summer Street, Suite 300  
Stamford, CT 06901  
Attn: Carole R. Artman-Hodge, Executive Vice President  
Fax: (203) 975-9659


With a copy to:

MXenergy Inc.  
595 Summer Street, Suite 300  
Stamford, CT 06901  
Attn: Legal Department  
Fax: (203) 316-0417

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first written above.

**ASSIGNOR**

PS ENERGY GROUP, INC.

By:   
Livia Whisenhunt  
President and CEO

**ASSIGNEE**

MXENERGY INC.

By: \_\_\_\_\_  
Carole R. Artman-Hodge  
Executive Vice President

595 Summer Street, Suite 300  
Stamford, CT 06901  
Attn: Carole R. Artman-Hodge, Executive Vice President  
Fax: (203) 975-9659

With a copy to:

MXenergy Inc.  
595 Summer Street, Suite 300  
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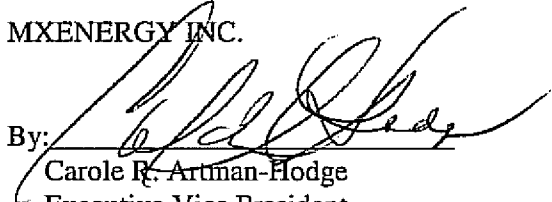
**ASSIGNOR**

PS ENERGY GROUP, INC.

By: \_\_\_\_\_  
Livia Whisenhunt  
President and CEO





**ASSIGNEE**

MXENERGY INC.

By:   
Carole R. Artman-Hodge  
Executive Vice President

SCHEDULE A

REGISTERED MARKS

<u>Mark</u>	<u>U.S. Reg. #</u>
GASKEY	2,806,440
GASKEY and design 	2,806,439
GASKEY GOLD and design 	3,292,231
GASKEY SILVER and design 	3,292,232
SILVER THERMS and design 	3,304,622

SCHEDULEA (cont.)

PENDING MARKS

Mark

Ser. #

GASKEY PLATINUM and design

78/890,004



GASKEY THE NATURAL GAS FOR  
GEORGIA and design

77/321,490

