

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/1996		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Chesapeake Energy Corporation		12/13/1996	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Chesapeake Energy Corporation		
Street Address:	6100 North Western		
City:	Oklahoma City		
State/Country:	OKLAHOMA		
Postal Code:	73118		
Entity Type:	CORPORATION: OKLAHOMA		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	1801096	CHESAPEAKE	
Registration Number:	1837154	CHESAPEAKE ENERGY CORPORATION	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(713)615-5803		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7137581105		
Email:	sbrown@velaw.com		
Correspondent Name:	W. Scott Brown		
Address Line 1:	1001 Fannin Street		
Address Line 2:	2500 First City Tower		
Address Line 4:	Houston, TEXAS 77002-6760		
ATTORNEY DOCKET NUMBER:	CHE746		
NAME OF SUBMITTER:	W. Scott Brown		

CH \$65.00 1801096

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**TRADEMARK  
 REEL: 004108 FRAME: 0267**

Signature:	/wsb/
Date:	12/04/2009
Total Attachments: 8 source=7715163soDE#page1.tif source=7715163soDE#page2.tif source=7715163soDE#page3.tif source=7715163soDE#page4.tif source=7715163soDE#page5.tif source=7715163soDE#page6.tif source=7715163soDE#page7.tif source=7715163soDE#page8.tif	

CERTIFICATE OF OWNERSHIP AND MERGER  
MERGING  
CHESAPEAKE ENERGY CORPORATION  
INTO  
CHESAPEAKE OKLAHOMA CORPORATION

CHESAPEAKE ENERGY CORPORATION, a Delaware corporation (the "Corporation"), DOES HEREBY CERTIFY:

FIRST: That it owns 100% of the issued and outstanding shares of the capital stock of CHESAPEAKE OKLAHOMA CORPORATION, an Oklahoma corporation ("Chesapeake Oklahoma").

SECOND: That its board of directors at a meeting held on the 15th day of October, 1996, determined to merge the Corporation into CHESAPEAKE OKLAHOMA CORPORATION, and did adopt the following resolutions:

WHEREAS, the officers of the Corporation recommended that the Corporation reincorporate under the laws of the State of Oklahoma and the Board of Directors, after discussing the issue, has determined that the reincorporation is in the best interest of the shareholders and the Corporation; and

WHEREAS, to facilitate the Corporation's reincorporation, the officers of the Corporation recommended that the Corporation form Chesapeake Oklahoma Corporation ("Chesapeake Oklahoma") to be organized and exist under and by virtue of the laws of the State of Oklahoma, with an authorized capitalization of (i) 100 million shares of common stock, \$.01 par value ("Chesapeake Oklahoma Common Stock"), 10 shares of which will be issued and outstanding prior to the reincorporation, and (ii) 10 million shares of preferred stock, \$.01 par value, no shares of which will be issued and outstanding prior to the reincorporation (all shares of Chesapeake Oklahoma Common Stock outstanding prior to the reincorporation will be held of record and beneficially by the Corporation).

NOW, THEREFORE, BE IT RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized and directed to take any and all actions required to reincorporate the Corporation under the laws of the State of Oklahoma, including without limitation, the forming of Chesapeake Oklahoma as a new transitory subsidiary, in accordance with the recitations set forth herein, the listing of the shares of Chesapeake Oklahoma on the New York Stock Exchange, the registration of such shares with the Securities and Exchange Commission and any state

securities agency, the assumption by Chesapeake Oklahoma of all existing plans and registration statements of the Corporation and such other actions as may be necessary to the effect that the rights and obligations of Chesapeake Oklahoma will be virtually identical to the rights and obligations of the Corporation.

WHEREAS, after the formation of Chesapeake Oklahoma, the Board of Directors deems it advisable and in the best interests of the Corporation and its shareholders that the Corporation merge with and into Chesapeake Oklahoma pursuant to Section 1083 of the Oklahoma General Corporation Act and Section 253 of the Delaware General Corporation Law (the "Merger") and immediately thereafter for Chesapeake Oklahoma to change its name to Chesapeake Energy Corporation; and

WHEREAS, the Corporation and Chesapeake Oklahoma will hereinafter be know as the "Constituent Corporations;" and

WHEREAS, the Board of Directors deems it advisable and in the best interests of the Corporation and its shareholders that the Corporation be merged with and into Chesapeake Oklahoma in the manner contemplated herein (the "Plan") and recommend that the Merger and the Plan be approved and adopted by the shareholders of the Corporation;

NOW, THEREFORE, BE IT RESOLVED, that the Constituent Corporations will be merged into a single corporation by the Corporation merging with and into Chesapeake Oklahoma, which will survive the Merger, pursuant to the provisions of Section 1083 of the Oklahoma General Corporation Act and Section 253 of the Delaware General Corporation Law. Upon such Merger, the separate existence of the Corporation will cease, and Chesapeake Oklahoma will become the owner, without transfer, of all rights and property of the Constituent Corporations, and will be subject to all the liabilities of the Constituent Corporations in the same manner as if Chesapeake Oklahoma had itself incurred such liabilities all as provided by the Oklahoma General Corporation Act.

FURTHER RESOLVED, that, on the Effective Date of the Merger, which will be 5:00 p.m., CST, on December 31, 1996 (the "Effective Date of the Merger"), the Certificate of Incorporation and Bylaws of Chesapeake Oklahoma, as currently in effect, will be the Certificate of Incorporation and Bylaws of Chesapeake Oklahoma until they are duly amended, except that the name of Chesapeake

Oklahoma will be changed to Chesapeake Energy Corporation.

FURTHER RESOLVED, that on the Effective Date of the Merger, the directors and officers of the Corporation will become the directors and officers of Chesapeake Oklahoma until their successors are duly elected and qualified.

FURTHER RESOLVED, that on the Effective Date of the Merger (i) each share of Chesapeake Common Stock issued and outstanding immediately prior to the Effective Date of the Merger, by virtue of the Merger and without any action on the part of the holder thereof, will be converted into one share of Chesapeake Oklahoma Common Stock, (ii) each share of Chesapeake Oklahoma Common Stock issued and outstanding immediately prior to the Effective Date of the Merger, by virtue of the Merger and without any action on the part of the holder thereof, will be cancelled and no payment will be made in respect thereof, and (iii) upon surrender of any certificates representing Chesapeake Common Stock, stock certificates representing Chesapeake Oklahoma Common Stock will be reissued to the holder thereof.

FURTHER RESOLVED, that this Plan will be submitted to the shareholders of the Corporation for approval in the manner provided by applicable Oklahoma and Delaware law. After approval by the vote of the holders representing not less than a majority of the issued and outstanding shares of Chesapeake Common Stock entitled to vote on the Merger, the officers are, and each of them hereby is, authorized and directed to execute and file with the Secretary of State of the States of Oklahoma and Delaware a Certificate of Ownership and Merger and to make any such further filings as may be necessary to effectuate the Merger.

FURTHER RESOLVED, that the officers of the Corporation are authorized and directed to execute any and all agreements, documents or consents, and to take any and all actions deemed necessary or desirable to permit the consummation of the Merger as required by: (a) that certain Indenture dated as of March 31, 1994, as supplemented, among the Corporation, its subsidiaries signatory thereto as Subsidiary Guarantors and United States Trust Company of New York, as trustee; (b) that certain Indenture dated as of May 15, 1995 among the Corporation, its subsidiaries signatory thereto as Subsidiary Guarantors and United States Trust Company of New York, as trustee; and (c) that certain Indenture dated as of April 1, 1996 among the Corporation, its subsidiaries signatory

thereto as Subsidiary Guarantors and United States Trust Company of New York, as trustee. The execution by the officers, or any one of them, of any such document or agreement, or the doing by them of any act in connection with the foregoing matter, will conclusively establish their authority therefor from this Board and from the Corporation and the approval, ratification and adoption of any documents or agreements executed and any action taken.

FURTHER RESOLVED, that the officers of the Corporation be, and they hereby are, authorized and directed to execute and deliver on behalf of the Corporation all agreements and documents contemplated by the Plan, together with any and all documents and related agreements deemed necessary or desirable by said officer or officers to effectuate the foregoing, each in accordance with the recitations contained herein, and containing such further and different terms and conditions as said officer or officers will deem necessary or desirable to accomplish the objectives set forth herein, and further, that the execution by the officers, or any one of them, of any such document or agreement, or the doing by them of any act in connection with the foregoing matter, will conclusively establish their authority therefor from this Board and from the Corporation and the approval, ratification and adoption of any documents or agreements executed and any action taken.

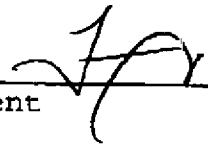
THIRD: The merger has been approved by a majority of the outstanding stock of the Corporation entitled to vote thereon at a meeting duly called and held after twenty days' notice of the purpose of the meeting mailed to each such stockholder at his address as it appears in the records of the Corporation.

FOURTH: Chesapeake Oklahoma hereby agrees that it may be served with process in the state of Delaware in any proceeding for enforcement of any obligation of any constituent corporation of Delaware, as well as for enforcement of any obligation of Chesapeake Oklahoma arising from the merger, including any suit or other proceeding to enforce the right of any shareholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the Delaware General Corporation Law, and hereby irrevocably appoints the Secretary of State of the State of Delaware as its agent to accept service of process in any such suit or other proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of Delaware is 6100 N. Western Avenue, Oklahoma City, OK 73118.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be signed by its President and attested to by its Secretary effective the 13th day of December, 1996.

CHESAPEAKE ENERGY CORPORATION

By: \_\_\_\_\_  
President



ATTEST:

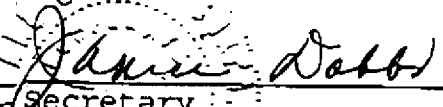
  
\_\_\_\_\_  
Secretary  
[Seal]

EXHIBIT "A"

AMENDMENT TO THE  
CHESAPEAKE ENERGY CORPORATION  
1992 NONSTATUTORY STOCK OPTION PLAN

WHEREAS, Chesapeake Energy Corporation (the "Company") presently has in existence the Chesapeake Energy Corporation 1992 Nonstatutory Stock Option Plan (the "Plan"); and

WHEREAS, the Securities and Exchange Commission has promulgated amendments to certain rules under Section 16 of the Securities Exchange Act of 1934, as amended; and

WHEREAS, the Company believes that the Plan should be amended to include provisions permissible under the new Section 16 rules; and

WHEREAS, the Board of Directors of the Company has, subject to approval by a majority of the Common Stock having voting power present in person or represented by proxy at the 1996 Annual Meeting of Shareholders, authorized and approved this Amendment to the Plan pursuant to resolutions adopted on October 15, 1996;

NOW, THEREFORE, BE IT RESOLVED, that the Plan be, and is hereby, amended as follows:

1. The Amendments.

(a) Paragraph 6.7 of the Plan is hereby amended by deleting the paragraph in its entirety and replacing it with the following:

6.7 Limited Transferability of Options. The Committee may, in its discretion, authorize all or a portion of the Options to be granted to an Optionee who is a Director to be on terms which permit transfer by such Optionee to (i) the ex-spouse of the Optionee pursuant to the terms of a domestic relations order, (ii) the spouse, children or grandchildren of the Optionee ("Immediate Family Members"), (iii) a trust or trusts for the exclusive benefit of such immediate Family Members, or (iv) a partnership in which such Immediate Family Members are the only partners. In addition (x) there may be no consideration for any such transfer, (y) the stock option agreement pursuant to which such Options are granted must be approved by the Committee, and must expressly provide for transferability in a manner consistent with this paragraph, and (z) subsequent transfers of transferred Options shall be prohibited except those in accordance with paragraph 6.8 hereof. Following transfer, any such Options shall continue to be subject to the same terms and conditions as were applica-



ble immediately prior to transfer, provided that for purposes of paragraphs 6.5 and 6.11 hereof the term "Optionee" shall be deemed to refer to the transferee. The events of termination of employment of paragraphs 6.5 and 6.11 hereof shall continue to be applied with respect to the original Optionee, following which the Options shall be exercisable by the transferee only to the extent, and for the periods specified in paragraphs 6.5 and 6.11 hereof. No transfer pursuant to this paragraph 6.7 shall be effective to bind the Company unless the Company shall have been furnished with written notice of such transfer together with such other documents regarding the transfer as the Committee shall request.

(b) Paragraph 6.8 of the Plan is hereby amended by deleting the paragraph in its entirety and replacing it with the following:

6.8 Transfers By Will or the Laws of Descent and Distribution. Options shall be transferable by will or the laws of descent and distribution; however, no such transfer of an Option by the Optionee shall be effective to bind the Company unless the Company shall have been furnished with written notice of such transfer and an authenticated copy of the will and/or such other evidence as the Committee may deem necessary to establish the validity of the transfer and the acceptance by the Successor Optionee of the terms and conditions of such Option.

2. Effective Date. Except as provided in this Amendment, in all other respects the Plan is hereby ratified and confirmed. In the event this Amendment receives the required shareholder approval at the Company's 1996 Annual Meeting, the effective date of this Amendment shall be as of December 13, 1996, the date of such meeting.

EXHIBIT "B"

AMENDMENT TO THE  
CHESAPEAKE ENERGY CORPORATION  
1994 STOCK OPTION PLAN

WHEREAS, Chesapeake Energy Corporation (the "Company") presently has in existence the Chesapeake Energy Corporation 1994 Stock Option Plan (the "Plan"); and

WHEREAS, the Board of Directors deems it advisable to amend the Plan to permit an additional form of payment of the exercise price for nonqualified stock options granted under the Plan; and

WHEREAS, the Board of Directors of the Company has, subject to approval by a majority of the Common Stock having voting power present in person or represented by proxy at the 1996 Annual Meeting of Shareholders, authorized and approved this Amendment to the Plan pursuant to resolutions adopted on October 15, 1996;

NOW, THEREFORE, BE IT RESOLVED, that the Plan be, and is hereby, amended as follows:

1. The Amendment.

(a) Section 1.12 of the Plan is hereby amended by adding the following to the end of such section:

"... In addition to the foregoing, the Committee may, in its sole discretion, permit payment of the exercise price of Stock Options granted under the Plan by the Participant directing the Company to withhold from the shares of Stock to be delivered to the Participant upon exercise of the Stock Option shares of Stock having a "fair market value" as defined in Section 1.6 of the Plan on the date of payment equal to the amount of the exercise price."

2. Effective Date. Except as provided in this Amendment, in all other respects the Plan is hereby ratified and confirmed. In the event this Amendment receives the required shareholder approval at the Company's 1996 Annual Meeting, the effective date of this Amendment shall be as of December 13, 1996, the date of such meeting.

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