

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	02/25/2011

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Allegheny Energy, Inc.		02/10/2010	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	FirstEnergy Corp.
Street Address:	76 South Main Street
City:	Akron
State/Country:	OHIO
Postal Code:	44308
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3457092	WATT WATCHERS
Registration Number:	3684995	TRAIL
Registration Number:	3185891	ALLEGHENY POWER
Registration Number:	2488631	ALLEGHENY ENERGY SUPPLY
Registration Number:	2556252	ALLEGHENY ENERGY
Registration Number:	2246742	ALLEGHENY ENERGY
Registration Number:	2712954	ALLEGHENY COMMUNICATIONS CONNECT
Registration Number:	3182903	A ALLEGHENY POWER
Registration Number:	3093275	A ALLEGHENY ENERGY SUPPLY
Registration Number:	2405954	A ALLEGHENY ENERGY

CORRESPONDENCE DATA

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900187286

**TRADEMARK
 REEL: 004503 FRAME: 0757**

CH \$265.00 3457092

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NAME OF SUBMITTER:	Suzanne K. Ketler
Signature:	/Suzanne K. Ketler/
Date:	03/23/2011

Total Attachments: 18

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AGREEMENT AND PLAN OF MERGER

by and among

FIRSTENERGY CORP.,

ELEMENT MERGER SUB, INC.

and

ALLEGHENY ENERGY, INC.

Dated as of February 10, 2010

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ARTICLE I

THE MERGER

Section 1.1 The Merger. At the Effective Time, upon the terms and subject to the conditions set forth in this Agreement and in accordance with the applicable provisions of the Maryland General Corporation Law (the "MGCL"), Merger Sub shall be merged with and into the Company, whereupon the separate corporate existence of Merger Sub shall cease, and the Company shall continue its corporate existence under the MGCL as the surviving corporation in the Merger (the "Surviving Corporation") and a wholly-owned subsidiary of Parent.

Section 1.2 Closing. The closing of the Merger (the "Closing") shall take place at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, Washington, DC, at 10:00 a.m. local time, on the third business day after the satisfaction or waiver (to the extent permitted by applicable Law) of the conditions set forth in Article VI (other than those conditions that by their nature are to be satisfied by action taken at the Closing, but subject to the satisfaction or waiver (to the extent permitted by applicable Law) of such conditions), or at such other place, date and time as the Company and Parent may agree in writing (the "Closing Date").

Section 1.3 Effective Time. Subject to the provisions of this Agreement, on the Closing Date, the Company and Merger Sub shall file the articles of merger providing for the Merger (the "Articles of Merger") in a form mutually agreed upon by Parent and the Company (acting reasonably), executed in accordance with, and containing such information as is required by, the relevant provisions of the MGCL, with the State Department of Assessments and Taxation of Maryland (the "SDAT"). The Merger shall become effective at such time as the Articles of Merger are duly filed with and accepted for record by the SDAT, or at such later time as is agreed by the parties hereto and specified in the Articles of Merger in accordance with the relevant provisions of the MGCL (such date and time is hereinafter referred to as the "Effective Time").

Section 1.4 Effects of the Merger. The effects of the Merger shall be as provided in this Agreement and in the applicable provisions of the MGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all of the property, rights, privileges, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities, duties and obligations of the Company and Merger Sub shall become the debts, liabilities, duties and obligations of the Surviving Corporation, all as provided under the MGCL.

Section 1.5 Charter and Bylaws of the Surviving Corporation.

(a) At the Effective Time, the charter of Merger Sub as in effect immediately prior to the Effective Time shall be the charter of the Surviving Corporation until thereafter amended in accordance with the provisions thereof and hereof and applicable Law, in each case consistent with the obligations set forth in Section 5.11; provided, however, that Article Second of the articles of incorporation of the Surviving Corporation shall be amended in its entirety to read as follows: "The name of the corporation is Allegheny Energy, Inc."

which such holders are entitled pursuant to Section 2.2(c) as the case may be, deliverable in respect thereof pursuant to this Agreement.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as disclosed in (a) the Company SEC Documents filed prior to the date hereof (including exhibits; provided that any representations and warranties included in any such exhibit shall not be deemed to qualify any representation or warranty in this Article III), (b) the draft Form 10-K (dated February 9, 2010) of the Company for the year ended December 31, 2009, a copy of which has been previously furnished to Parent or (c) the disclosure schedule delivered by the Company to Parent immediately prior to the execution of this Agreement (the "Company Disclosure Schedule") (provided that (a) with respect to the Company SEC Documents or such draft Form 10-K: (i) any disclosures set forth in any risk factor section, (ii) any disclosures in any section relating to forward looking statements and (iii) any other disclosures included therein that are predictive, non-specific or forward-looking in nature shall be ignored and (b) any disclosure in the Company SEC Documents or such draft Form 10-K shall be deemed to qualify any representation or warranty in this Article III only to the extent that such disclosure is made in such a way as to make its relevance reasonably apparent on its face (but such Company SEC Documents or draft Form 10-K shall in no event qualify the representations and warranties set forth in Section 3.1, Section 3.2 or Section 3.3)), the Company represents and warrants to Parent and Merger Sub as follows:

Section 3.1 Qualification, Organization, Subsidiaries, etc.

(a) Each of the Company and its Subsidiaries is a legal entity duly organized, validly existing and in good standing under the Laws of its respective jurisdiction of organization and has all requisite corporate or similar power and authority to own, lease and operate its properties and assets, to carry on its business as presently conducted and is qualified to do business and is in good standing as a foreign corporation in each jurisdiction where the ownership, leasing or operation of its assets or properties or conduct of its business requires such qualification, except where the failure to be so organized, validly existing, qualified or in good standing, or to have such power or authority, would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. The Company has made available to Parent prior to the date of this Agreement a true and complete copy of its charter and bylaws, each as amended through the date hereof and which are in full force and effect (the "Company Organizational Documents") and has made available to Parent prior to the date of this Agreement a true and complete copy of the articles of incorporation and bylaws or other equivalent organizational documents of each of its Subsidiaries, each as amended through the date hereof.

(b) Section 3.1(b) of the Company Disclosure Schedule lists each Subsidiary of the Company and its jurisdiction of organization or formation and the jurisdictions in which they are qualified to do business. All of the outstanding shares of capital stock or other equity interests of each Subsidiary of the Company have been validly issued and are fully paid and nonassessable. All of the outstanding shares of capital stock or other equity interests of each

of the Merger and no other Takeover Laws are applicable to the Merger, this Agreement, or any of the Transactions. As used in this Agreement, "Takeover Laws" shall mean any "moratorium," "control share acquisition," "fair price," "supermajority," "affiliate transactions," or "business combination statute or regulation" or other similar state antitakeover Laws and regulations.

(b) Neither the Company nor any of its Subsidiaries has any stockholders' rights plan or similar plan or arrangement in effect.

Section 3.19 Opinion of Financial Advisor. The Board of Directors of the Company has received the opinion of Goldman, Sachs & Co., dated the date of this Agreement and customary in form, scope and substance, to the effect that, as of such date and based upon and subject to the factors and assumptions set forth therein, the Merger Consideration is fair to the holders of Company Common Stock (other than Parent and its affiliates) from a financial point of view. The Company shall, promptly following receipt of said opinion in written form, furnish an accurate and complete copy of said opinion to Parent for informational purposes.

Section 3.20 Finders or Brokers. Except for Goldman, Sachs & Co. (the fees and expenses of which will, prior to the Closing, be the responsibility of the Company), neither the Company nor any of its Subsidiaries has employed any investment banker, broker or finder in connection with the Transactions who might be entitled to any fee or any commission in connection with or upon consummation of the Merger or the Transactions. The Company has furnished to Parent accurate and complete copies of its agreements with Goldman, Sachs & Co.

Section 3.21 Reorganization under the Code. Neither the Company nor any of its Subsidiaries has taken or agreed to take any action or knows of any fact, agreement, plan or other circumstance that will prevent or impede, or is reasonably likely to prevent or impede, the Merger from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code.

Section 3.22 Regulatory Proceedings. As of the date hereof, neither the Company nor any of its Subsidiaries all or part of whose rates or services are regulated by a Governmental Entity (a) is a party to any rate proceeding before a Governmental Entity with respect to rates charged by the Company or any of its Subsidiaries other than in the ordinary course consistent with past practice, (b) has rates in any amounts that have been or are being collected subject to refund, pending final resolution of any rate proceeding pending before a Governmental Entity or on appeal to a court (other than rates based on estimated costs and/or revenues that are subject to adjustment once the actual costs and/or revenues become known, including the expanded net energy cost ("ENEC") clause in West Virginia) or (c) is a party to any contract with any Governmental Entity entered into other than in the ordinary course consistent with past practice imposing conditions on rates or services in effect as of the date hereof or which, to the knowledge of the Company, are as of the date hereof scheduled to go into effect at a later time, except in the case of clauses (a) through (c) that would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

Section 3.23 Intellectual Property. Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, the Company and its Subsidiaries own or have a valid right to use all patents, trademarks, trade names, service marks, domain names, copyrights, and any applications and registrations therefor, technology,

trade secrets, know-how, computer software and tangible and intangible proprietary information and materials (collectively, "Intellectual Property Rights") used in connection with and reasonably necessary for the business of the Company and its Subsidiaries as currently conducted. To the Company's knowledge, neither the Company nor any of its Subsidiaries has infringed, misappropriated or violated in any material respect any Intellectual Property Rights of any third party except where such infringement, misappropriation or violation would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect. To the Company's knowledge, no third party is infringing, misappropriating or violating any Intellectual Property Rights owned or exclusively licensed by or to the Company or any of its Subsidiaries, except where such infringement, misappropriation or violation would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

Section 3.24 Properties. The Company or its applicable Subsidiary has (a) good and insurable title or (b) good and valid leasehold interest in and to each material parcel of real property owned or leased, as applicable, by the Company or any of its Subsidiaries, subject to any Liens or exceptions that would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

Section 3.25 Material Contracts. As of the date hereof, neither the Company nor any of its Subsidiaries is a party to or bound by any Contract that (i) is a "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K promulgated by the SEC), (ii) would, after giving effect to the Merger, limit or restrict the Surviving Corporation or any of its Subsidiaries or any successor thereto, from engaging or competing in any line of business that it currently engages in or is a reasonable extension thereof (including with respect to Parent after the Effective Time) or in any geographic area or contains exclusivity or non-solicitation provisions with respect to customers, (iii) limits or otherwise restricts the ability of the Company or any of its Subsidiaries to pay dividends or make distributions to its stockholders, or (iv) provides for the operation or management of any operating assets of the Company or its Subsidiaries by any person other than the Company or its Subsidiaries. Each Contract of the type described in this Section 3.25, whether or not set forth on Section 3.25 of the Company Disclosure Schedule and whether or not entered into on or prior to the date hereof, is referred to herein as a "Company Material Contract". Each Company Material Contract is a valid and binding obligation of the Company or its Subsidiary party thereto enforceable against the Company or its Subsidiary party thereto in accordance with its terms (except that (i) such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws, now or hereafter in effect, relating to creditors' rights generally and (ii) equitable remedies of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought) and, to the Company's knowledge, each other party thereto, and is in full force and effect, and each of the Company and each of its Subsidiaries which is a party thereto has performed in all material respects all obligations required to be performed by it to the date hereof under each Company Material Contract and, to the Company's knowledge, each other party to each Company Material Contract has performed in all material respects all obligations required to be performed by it under such Company Material Contract, except, in each case, as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect. None of the Company or any of its Subsidiaries has knowledge of, or has received notice

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

FIRSTENERGY CORP.

By: Anthony J. Allyn

Name:

Title:

ELEMENT MERGER SUB, INC.

By: [Signature]

Name:

Title:

ALLEGHENY ENERGY, INC.

By: _____

Name:

Title:

TRADEMARK

REEL: 004503 FRAME: 0768

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

FIRSTENERGY CORP.

By: _____
Name:
Title:

ELEMENT MERGER SUB, INC.

By: _____
Name:
Title:

ALLEGHENY ENERGY, INC.

By: Paul J. Ferguson
Name:
Title:

SECTION 3.1

Qualification, Organization, Subsidiaries, etc.

(a) None.

(b) 1. Subsidiaries and Jurisdictions

COMPANY	STATE OF FORMATION (F) OR QUALIFICATION
Acadia Bay Energy Company, LLC	DE (F)
	IN
AE Supply Renaissance Southwest, LLC	DE (F)
	NV
AET PATH Company, LLC	DE (F)
AFN Finance Company No. 2, LLC	DE (F)
Allegheny Communications Connect, Inc.	CO
	DC
	DE (F)
	IL
	IN
	KY
	MD
	MI
	MO
	NC
	NJ
	NY
	OH
	OK
	PA
TN	
VA	
WV	
Allegheny Communications Connect of Pennsylvania, LLC	PA (F)
Allegheny Communications Connect of Virginia, Inc.	VA (F)

Allegheny Energy, Inc. (formerly Allegheny Power System Inc.)	MD (F)
Allegheny Energy OVEC Supply Company, LLC (formerly AE Supply Renaissance, LLC)	DE (F)
	NV
Allegheny Energy Service Corporation (formerly Allegheny Power Service Corporation)	AZ
	DC
	IN
	MD (F)
	MS
	NC
	NH
	NJ
	NY
	OH
	PA
	TN
	VA
	WV
Allegheny Energy Solutions, Inc.	DE (F)
	MD
	MN
	MS
	NH
	NJ
	NY
	PA
	TN
	WV
Allegheny Energy Supply Capital, LLC	DE (F)
	NV
Allegheny Energy Supply Company, LLC	AZ
	CA
	DC
	DE (F)

	IN
	MD
	NJ
	NV
	OH
	PA
	VA
	WV
Allegheny Energy Supply Development Services, LLC	DE (F)
	MD
Allegheny Energy Supply Renaissance, LLC (formerly Allegheny Energy Supply Units 3, 4 & 5, LLC)	DE (F)
	PA
	NV
Allegheny Energy Supply Southwest, LLC	DE (F)
	NV
Allegheny Energy Transmission, LLC	DE (F)
Allegheny Generating Company	VA (F)
Allegheny Pittsburgh Coal Company	PA (F)
	WV
Allegheny Ventures, Inc. (formerly AYP Capital, Inc.)	DC
	DE (F)
	MD
	PA
	VA
	WV
AYP Energy, Inc.	DE (F)
	MD
	OH
	PA
	VA
	WV
Buchanan Energy Company of Virginia, LLC	VA (F)
Green Valley Hydro, LLC	VA (F)
Mon Power Renaissance, LLC	DE (F)

	NV
Monongahela Power Company	OH (F)
	PA
	VA
	WV
MP Environmental Funding LLC (formerly MP Funding, LLC)	DE (F)
	NV
	WV
MP Renaissance Funding, LLC	DE (F)
	NV
	MD
	WV
PATH Allegheny Virginia Transmission Corporation	VA (F)
PATH Ohio Transmission Company, LLC	DE (F)
PATH West Virginia Transmission Company, LLC	DE (F)
	WV
PATH-WV Land Acquisition Company	WV (F)
PE Environmental Funding LLC (formerly PE Funding, LLC)	DE (F)
	NV
	WV
PE Renaissance Funding, LLC	DE (F)
	NV
PE Transferring Agent, LLC	DE (F)
	WV
The Potomac Edison Company*	MD (F)
	PA
	VA (F)
	WV
The West Virginia Power & Transmission Company	PA
	WV (F)
Trans-Allegheny Interstate Line Company*	MD (F)
	VA (F)
	PA

	WV
West Penn Power Company	PA (F)
	WV
WPP Funding, LLC	DE (F)
	NV
WPP Renaissance Funding, LLC	DE (F)
	NV

* The Potomac Edison Company and Trans-Allegheny Interstate Line Company are dually incorporated in Maryland and Virginia.

2. All of the outstanding shares of capital stock or equity interests of each Subsidiary listed above are 100% owned by the Company, by the Company and one or more of its wholly-owned Subsidiaries, or by one or more wholly-owned Subsidiaries of the Company, free and clear of all Liens except as detailed below:

Monongahela Power Company First Mortgage Indenture

All of the outstanding shares of capital stock or other equity interests of each subsidiary of Monongahela Power Company owned by Monongahela Power Company are subject to the Lien of the Indenture, dated as of August 1, 1945, between Monongahela Power Company, as issuer, and Citibank, N.A. (as ultimate successor to City Bank Farmers Trust Company), as trustee, as supplemented by the first through ninety-third supplemental indentures thereto.

MP Environmental Funding LLC Indenture

All of the outstanding shares of capital stock or other equity interests of each subsidiary of MP Environmental Funding LLC owned by MP Environmental Funding LLC, if any, are subject to the Lien of the Indenture dated as of April 11, 2007, between MP Environmental Funding LLC, as issuer, and U.S. Bank National Association, as trustee, as supplemented by the series supplements thereto dated April 11, 2007 and December 23, 2009, to the extent related to the environmental control bonds issued thereunder.

PE Environmental Funding LLC Indenture

All of the outstanding shares of capital stock or other equity interests of each subsidiary of PE Environmental Funding LLC owned by PE Environmental Funding LLC, if any, are subject to the Lien of the Indenture dated as of April 11, 2007, between PE Environmental Funding LLC, as issuer, and U.S. Bank National Association, as trustee, as supplemented by the series supplements thereto dated April 11, 2007 and December 23, 2009, to the extent related to the environmental control bonds issued thereunder.

The Potomac Edison Company First Mortgage Indenture

All of the outstanding shares of capital stock or other equity interests of each subsidiary of The Potomac Edison Company owned by The Potomac Edison Company are subject to the Lien of the Indenture, dated as of October 1, 1944, among The Potomac Edison Company, as issuer, J.P. Morgan Chase Bank, N.A., as corporate trustee, and Thomas J. Foley, as individual trustee, as supplemented by the first through one hundred seventh supplemental indentures thereto.

WPP Funding, LLC Indenture

All of the outstanding shares of capital stock or other equity interests of each subsidiary of WPP Funding, LLC owned by WPP Funding, LLC, if any, are subject to the Lien of the Indenture, dated as of September 27, 2005, between WPP Funding, LLC, as issuer and JPMorgan Chase Bank, N.A., as bond trustee.

3. Ownership of Other Equity Interests and Company Joint Ventures

COMPANY	OWNER	OWNERSHIP INTEREST	NOTES
AFN, LLC, a Delaware limited liability company	Allegheny Communications Connect, Inc.	45.43%	The company no longer does business and is being wound down.
Bath County Pumped Storage Hydroelectric Power Station	Allegheny Generating Company	40%	AGC has an undivided interest in the power station together with Dominion.
APS Constellation, L.L.C., a Delaware limited liability company	Allegheny Ventures, Inc.	50%	Provides energy conservation services to the National Cancer Institute at Fort Detrick in Maryland.
Buchanan Generation, LLC, a Virginia limited liability company	Buchanan Energy Company of Virginia, LLC	50%	Joint venture between with CNX Gas Corporation that own and operates an 88 MW coal bed methane gas-fired simple cycle, combustion turbine.
MABCO Steam Company, LLC, a Delaware limited liability company	Allegheny Ventures, Inc.	15.61%	Company was formed by a group of Creditors of Weirton Steel Corp. to facilitate the continued operation of Weirton. The asset of the Company is an electric steam generating plant, which is leased to FW Holdings, Inc., a subsidiary of Weirton Steel Corp.
Mon Synfuel, LLC, a Maryland limited liability company	Allegheny Energy Supply Company, LLC	2.45%	This company is no longer conducting any business.
NYC Energy LLC, a Delaware limited liability company	Allegheny Energy Supply Development Services, LLC	50%	This company is no longer conducting any business.
Odyssey Communications,	Allegheny Communications	40%	Telecommunications

LLC, a Pennsylvania limited liability company	Connect, Inc.		construction services.
Ohio Valley Electric Corporation, an Ohio corporation	Allegheny Energy, Inc.	3.5%	Owner and operator of the Kyger Creek Power Station (1,086 MW) and its wholly owned subsidiary, Indiana-Kentucky Electric Corporation, owns and operates the Clifty Creek Power Station (1,303 MW).
PATH Ohio Transmission Company, LLC	Ohio Series, Potomac-Appalachian Transmission Highline, LLC	100%	Part of joint venture to construct PATH.
PATH West Virginia Transmission Company, LLC	West Virginia Series, Potomac-Appalachian Transmission Highline, LLC	100%	Part of joint venture to construct PATH.
PATH-WV Land Acquisition Company	PATH West Virginia Transmission Company, LLC	100%	Part of joint venture to construct PATH.
Potomac-Appalachian Transmission Highline, LLC, a Delaware series limited liability company	AET PATH, LLC	50% in the West Virginia and Ohio Series 100% in the Allegheny Series	Joint venture to construct PATH.
Utility Associates, Inc.	Allegheny Ventures, Inc.	6.19%	This company engages in data collection solutions for the utility industry.
Virginia Capital, L.L.C., a Virginia limited liability company	The Potomac Edison Company	0.9%	Economic development company.