

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/09/2011

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nicor Inc.		12/09/2011	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Ottawa Acquisition LLC
Street Address:	10 Peachtree, NE, Suite 1000
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3287779	ELECTRIC LINE COMFORTGUARD
Registration Number:	3525917	FLEX PLAN
Registration Number:	3287778	GAS LINE COMFORTGUARD
Registration Number:	3740396	HOME SOLUTIONS
Registration Number:	3768574	HOME SOLUTIONS
Registration Number:	3551072	IBT CONNECTIONS
Registration Number:	3433069	LOCK 12
Registration Number:	3433068	LOCK 12
Registration Number:	3593168	NICOR ADVANCED ENERGY
Registration Number:	3772968	NICOR NATIONAL
Registration Number:	3891882	NICORMOVE
Registration Number:	3883995	POSITIVITY AT WORK
Registration Number:	3522874	PRICECAP

CH \$465.00 3287779

Registration Number:	3446946	PRICEGUARD
Registration Number:	3509263	TRUBALANCE PLAN
Serial Number:	85025964	GUARANTEED BILL
Serial Number:	85276446	NICOR ELECTRIC
Serial Number:	85276447	NICOR ELECTRIC

CORRESPONDENCE DATA

Fax Number: 3129800765
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-269-8000
Email: mhoffman@ngelaw.com
Correspondent Name: Michael G. Kelber
Address Line 1: Neal Gerber & Eisenberg LLP
Address Line 2: Two North LaSalle Street
Address Line 4: Chicago, ILLINOIS 60602

ATTORNEY DOCKET NUMBER:	17027.0701
NAME OF SUBMITTER:	Michael G. Kelber
Signature:	/Michael G. Kelber/
Date:	10/03/2012

Total Attachments: 8
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OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

0341456-6

12/09/2011

C T CORPORATION SYSTEM
208 SO LASALLE ST, SUITE 814
CHICAGO, IL 60604-1101

RE OTTAWA ACQUISITION LLC

DEAR SIR OR MADAM:

ARTICLES OF MERGER FOR THE ABOVE-NAMED COMPANY HAVE BEEN
PLACED ON FILE.

THE REQUIRED FEE IS HEREBY ACKNOWLEDGED.

SINCERELY YOURS,

A handwritten signature in cursive script that reads "Jesse White".

JESSE WHITE
SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
LIMITED LIABILITY DIVISION
(217) 524-8008

Form **LLC-37.25**
April 2008

Secretary of State **Jesse White**
Department of Business Services
Limited Liability Division
501 S. Second St., Rm. 351
Springfield, IL 62756
217-524-8008
www.cyberdriveillinois.com

Payment must be made by check or money order payable to Secretary of State. Filing fee is \$100, but if merger of more than two entities, \$50 for each additional entity.

Illinois
Limited Liability Company Act
Articles of Merger

SUBMIT IN DUPLICATE

Must be typewritten.

This space for use by Secretary of State.

Date: 12/09/2011
Filing Fee: \$ 100.00
Approved: JL

FILE # 0391-4566
This space for use by Secretary of State.

FILED
DEC - 9 2011 JFL
JESSE WHITE
SECRETARY OF STATE

1. Names of Entities proposing to merge, and State or Country of Organization:

Name of Entity	Type of Entity (Corporation, Limited Liability Company, Limited Partnership, General Partnership or other permitted entity)	Domestic State or Country	Illinois Secretary of State File Number (if any)
<u>Nicor Inc.</u>	<u>Corporation</u>	<u>Illinois</u>	<u>50814181</u>
<u>Ottawa Acquisition LLC</u>	<u>Limited Liability Company</u>	<u>Illinois</u>	<u>03414566</u>
_____	_____	_____	_____

2. The plan of merger has been approved and signed by each Limited Liability Company and other entity that is to merge. If a corporation is a party to the merger, a copy of the plan as approved is attached to these Articles of Merger.

3. a. Name of Surviving Entity: Ottawa Acquisition LLC

b. Address of Surviving Entity: Ten Peachtree Place, NE, Atlanta, GA 30309

4. Effective date of merger: (check one)

- a. the filing date, or
- b. a later date, but not more than 30 days subsequent to the filing date: _____
Month, Day, Year

5. If the survivor is a Limited Liability Company, indicate changes that are necessary to its Articles of Organization by reason of this merger:

None.

LLC-37.25

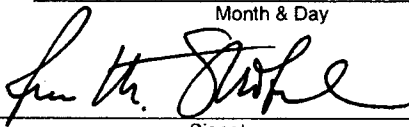
6. For the Limited Liability Companies that are parties to the merger, complete the following:

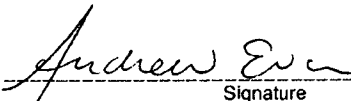
Name of LLC	Jurisdiction	Organization Date	Date of Admission to Illinois (foreign LLC's)
Ottawa Acquisition LLC	Illinois	12/1/2010	

7. If the surviving entity is not a Limited Liability Company, the entity agrees that it may be served with process in Illinois and is subject to liability in any action or proceeding for the enforcement of any liability or obligation of a Limited Liability Company previously subject to suit in this State, which is to merge, and for the enforcement, as provided in this Act, of the right of members of any Limited Liability Company to receive payment for their interest against the surviving entity.

8. The undersigned entities caused these Articles of Merger to be signed by the duly authorized person, each of whom affirms, under penalty of perjury, that the facts stated herein are true.

Dated December 9, 2011
Month & Day Year

1. 
Signature
Russ M. Strobel, President and CEO
Name and Title (type or print)
Nicor Inc.
Name if a Corporation or other Entity

2. 
Signature
Andrew W. Evans, Manager
Name and Title (type or print)
Ottawa Acquisition LLC
Name if a Corporation or other Entity

3. _____
Signature

Name and Title (type or print)

Name if a Corporation or other Entity

4. _____
Signature

Name and Title (type or print)

Name if a Corporation or other Entity

If more space is needed, please attach additional sheets of this size.

**Signatures must be in black ink on an original document.
 Carbon copy, photocopy or rubber stamp signatures
 may only be used on conformed copies.**

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of December 9, 2011, by and between Nicor Inc., an Illinois corporation (the "Company") and wholly owned subsidiary of AGL Resources Inc., a Georgia corporation ("Parent") and Ottawa Acquisition LLC, an Illinois limited liability company and wholly owned subsidiary of Parent ("Merger LLC").

WHEREAS, on December 6, 2010, Parent, Apollo Acquisition Corp., an Illinois corporation and wholly owned subsidiary of Parent ("Merger Sub"), Merger LLC and the Company entered into an Agreement and Plan of Merger (the "Merger Agreement");

WHEREAS, pursuant to the terms and subject to the conditions of the Merger Agreement, and in accordance with Section 11.05 of the Illinois Business Corporation Act (the "IBCA"), Merger Sub merged with and into the Company (the "Merger") with the Company continuing as the surviving corporation;

WHEREAS, the parties intend, immediately after the Merger, to merge the Company with and into Merger LLC (the "Subsequent Merger") pursuant to Section 11.39 of the IBCA and Section 37-20 of the Illinois Limited Liability Company Act (the "LLC Act"), with Merger LLC continuing as the surviving entity in the Subsequent Merger;

WHEREAS, Parent, as sole shareholder of the Company and sole member of Merger LLC, and the board of directors of the Company, have determined that this Agreement and the transactions contemplated hereby, including the Subsequent Merger, are advisable, fair to and in the best interest of each of the Company, Parent and Merger LLC and have approved this Agreement and the transactions contemplated hereby; and

WHEREAS, the parties intend that the Merger and the Subsequent Merger, considered together as a single integrated transaction for United States federal income Tax purposes along with the other transactions effected pursuant to the Merger Agreement, shall qualify as a "reorganization" within the meaning of Section 368(a) of the Code.

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Subsequent Merger. Subject to and in accordance with the provisions of this Agreement, at the Effective Time, as defined below, the Company shall be merged with and into Merger LLC, with Merger LLC being the surviving entity (the "Surviving Entity") in the Subsequent Merger. The Surviving Entity shall, in accordance with Section 37-20 of the LLC Act, succeed by operation of law, without other transfer or action, to all of the rights, privileges, immunities, powers, purposes and property of the

Company, and shall assume all debts, liabilities and obligations of the Company as if the Surviving Entity had itself incurred such debts, liabilities and obligations.

2. Effective Time. The Subsequent Merger shall become effective upon the filing of the articles of merger with the Secretary of State of the State of Illinois (the "Effective Time").

3. Conversion of Interests. At the Effective Time, all outstanding shares of capital stock of the Company shall, by virtue of the Subsequent Merger and without any action on the part of Parent, be cancelled and no consideration shall be paid therefor. Each limited liability company interest in Merger LLC issued and outstanding immediately prior to the Effective Time shall, by virtue of the Subsequent Merger and without any action on the part of Parent, remain issued and outstanding as a limited liability company interest in the Surviving Entity and Parent shall continue as the sole member of the Surviving Entity.

4. Articles of Organization. The Articles of Organization of Merger LLC, as in effect immediately prior to the Effective Time, shall continue as the articles of organization of the Surviving Entity until amended in accordance with the applicable provisions of the LLC Act.

5. Limited Liability Company Operating Agreement. The Limited Liability Company Operating Agreement of Merger LLC as in effect immediately prior to the Effective Time (the "LLC Agreement"), shall be the limited liability company agreement of the Surviving Entity and shall continue as in effect immediately prior to the Effective Time until amended in accordance with the terms of the LLC Agreement and the applicable provisions of the LLC Act.

6. Termination. This Agreement may be terminated and the Subsequent Merger contemplated hereby may be abandoned at any time prior to the Effective Time by mutual consent of the parties hereto.

7. Miscellaneous.

a. The Surviving Entity shall be an Illinois limited liability company with its principal place of business at Ten Peachtree Place, NE, Atlanta, GA 30309 or another location as determined by the Surviving Entity.

b. If, at any time from and after the Effective Time, the Surviving Entity shall consider or be advised that any further assignment or assurance in law is necessary, advisable or desirable to vest in the Surviving Entity the title to any property or rights of the Company, the officers of the sole member of the Surviving Entity are hereby authorized, acting singly or jointly in the name of the Company, to execute and make all such proper assignments and assurances in law, and to do all other things necessary, advisable or proper to vest such property or rights in the Surviving Entity and otherwise carry out the purposes of this Agreement.

c. Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Merger Agreement.

d. This Agreement shall bind and inure to the benefit of each of the parties hereto and their respective successors and assigns.

e. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, if any, of the parties.

f. Nothing contained in this Agreement, express or implied, shall confer unto any person other than the parties hereto or their respective successors and assigns any right, obligation, remedy or benefit hereunder.


g. Except to the extent the IBCA is mandatorily applicable to the Merger and the Subsequent Merger, this Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without regard to Laws (as defined in the Merger Agreement) that may be applicable under conflicts of laws principles (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

h. No amendment or modification of this Agreement shall be effective unless it is set forth in writing and signed by both parties to this Agreement.

i. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

IN WITNESS WHEREFORE, the parties have executed this Agreement and caused the same to be duly delivered on their behalf on the day and year first written above.

NICOR INC

By: 

Name: Russ M. Strobel
Title: Chairman, President and
Chief Executive Officer

OTTAWA ACQUISITION LLC

By: _____

Name: Andrew W. Evans
Title: Manager

NY22063478.3

[Signature Page in Subsequent Merger Agreement]

TRADEMARK
REEL: 004872 FRAME: 0294

IN WITNESS WHEREFORE, the parties have executed this Agreement and caused the same to be duly delivered on their behalf on the day and year first written above.

NICOR INC.

By: _____
Name:
Title:

OTTAWA ACQUISITION LLC

By: Andrew Evans
Name: Andrew W. Evans
Title: Manager

[Signature Page in Subsequent Merger Agreement]

NY22063478.3