

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ProLiance Energy, LLC		06/18/2013	LIMITED LIABILITY COMPANY: INDIANA

**RECEIVING PARTY DATA**

<b>Name:</b>	ProLiance Energy Marketing, LLC
<b>Street Address:</b>	111 Monument Circle
<b>Internal Address:</b>	Suite 2200
<b>City:</b>	Indianapolis
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	46204
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: INDIANA

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3805950	PROSELECT
Registration Number:	2286564	ADDING POWER TO ENERGY
Registration Number:	2278473	PROLIANCE ENERGY
Registration Number:	2273045	PROLIANCE
Registration Number:	2117649	PROLIANCE
Registration Number:	2131989	PROLIANCE
Registration Number:	2188147	PROLIANCE ENERGY
Registration Number:	2178974	PROLIANCE

**CORRESPONDENCE DATA**

Fax Number: 2148660010

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: mgreen@chalkerflores.com

OP \$215.00 3805950

Correspondent Name: Chalker Flores, LLP  
Address Line 1: 14951 North Dallas Parkway  
Address Line 2: Suite 400  
Address Line 4: Dallas, TEXAS 75254

ATTORNEY DOCKET NUMBER:	ETG: ETC PROLIANCE ASSIGN
NAME OF SUBMITTER:	Marsha S. Green
Signature:	/Marsha S. Green/
Date:	08/15/2013

Total Attachments: 10  
source=ETC TM Assignment Agmt#page1.tif  
source=ETC TM Assignment Agmt#page2.tif  
source=ETC TM Assignment Agmt#page3.tif  
source=ETC TM Assignment Agmt#page4.tif  
source=ETC TM Assignment Agmt#page5.tif  
source=ETC TM Assignment Agmt#page6.tif  
source=ETC TM Assignment Agmt#page7.tif  
source=ETC TM Assignment Agmt#page8.tif  
source=ETC TM Assignment Agmt#page9.tif  
source=ETC TM Assignment Agmt#page10.tif

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement"), dated as of June 18, 2013, by and between ProLiance Energy, LLC, an Indiana limited liability company ("Seller"), and ProLiance Energy Marketing, LLC, an Indiana limited liability company (the "Company") (each, a "Party" and together, the "Parties"). All capitalized terms used, but not defined, herein shall have the meanings given such terms in the Purchase and Sale Agreement, dated of even date herewith (the "PSA"), by and between Seller and ETC Marketing, Ltd., a Texas limited partnership ("Buyer").

WHEREAS, Buyer and Seller are parties to the PSA;

WHEREAS, Seller is the owner of the trademarks depicted in Exhibit A and the goodwill of the business symbolized by such marks (collectively, the "Marks"); and

WHEREAS, Seller wishes to assign the Marks to the Company, together with the goodwill of the business symbolized by such marks (the "Goodwill"), and the Company wishes to have the Marks assigned to it, together with the Goodwill, pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises hereinafter provided and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. ASSIGNMENT. Subject to Section 5 below, Seller does hereby sell, transfer, convey and assign unto the Company, and the Company hereby does purchase, accept and assume, Seller's entire right, title and interest in and to the Marks, together with the Goodwill which is symbolized thereby, to be held and enjoyed by the Company for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Seller had this assignment and sale not been made. Seller shall execute contemporaneously with the execution of the Agreement the assignment attached as Schedule A hereto for filing with the United States Patent and Trademark Office and promptly provide such executed assignment to the Company.

2. TERM. This Agreement shall be effective as of the date hereof and shall continue in perpetuity. This Agreement may only be terminated upon the mutual written agreement of the Parties. In any event of a material breach of this Agreement, the sole and exclusive remedy of the non-breaching party shall be to recover monetary damages and/or to obtain injunctive or equitable relief.

3. DISCLAIMER. SUBJECT TO THE TERMS AND PROVISIONS OF THE PSA, THE MARKS, TOGETHER WITH THE GOODWILL, ARE ASSIGNED "AS IS" AND "WHERE IS" AND SELLER (ON BEHALF OF ITSELF AND ITS AFFILIATES) EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES AND

CONDITIONS OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

4. LIMITATION OF LIABILITY. NO CLAIM MAY BE ASSERTED BY ANY PARTY UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, REMOTE, SPECULATIVE, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OF SUCH PARTY, INCLUDING LOSS OF FUTURE REVENUE, INCOME OR PROFITS, DIMINUTION OF VALUE OR LOSS OF BUSINESS REPUTATION OR OPPORTUNITY, OR UNDER ANY THEORY OF LOSS BASED ON A MULTIPLE OF GAIN, EARNINGS OR RELATED MEASURE.

5. NAMES FOLLOWING THE CLOSING. Within one hundred eighty (180) days following the Closing, Seller shall, and shall cause its Affiliates to, (i) cease using the Marks and (ii) remove the Marks from their respective properties and assets. Notwithstanding Seller's and Seller's Affiliates' (who used the Marks prior to the Closing in the ordinary course of business) right to use the Marks for the time period set forth above, Seller agrees that (a) neither Seller nor any of its Affiliates shall be deemed an agent, representative or joint venture partner of the Company, (b) the Company shall retain sole and exclusive ownership of the Marks, together with the Goodwill which is symbolized thereby, and (c) Seller and its Affiliates after the Closing Date shall not knowingly take any action in respect of the Marks that would adversely affect the Company or the interest of the Company in the Marks.

6. ASSIGNMENT AND SUBLICENSING. This Agreement is assignable by Seller and the Company, in each case without the prior written consent of the other being necessary. The terms of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors, heirs and assigns.

7. MISCELLANEOUS.

- a. Notices. All notices and other communications required or permitted to be given by any provision of this Agreement shall be made and given in the manner set forth in Section 8.3 of the PSA to the address and/or facsimile as set forth below:

If to Seller:

ProLiance Energy, LLC  
c/o VECTREN CORPORATION  
One Vectren Square  
211 N.W. Riverside Drive  
Evansville, IN 47708  
Attn: Rick Schach  
Facsimile: 812-491-4204

*with a copy to*

ProLiance Energy, LLC

c/o VECTREN CORPORATION  
One Vectren Square  
211 N.W. Riverside Drive  
Evansville, IN 47708  
Attn: Robert Heidorn  
Facsimile: 812-491-4238

*and*

ProLiance Energy, LLC  
c/o Citizens Energy Group  
2020 North Meridian St.  
Indianapolis, IN 46202  
Attn: Jennett Hill,  
Vice President & General Counsel  
Facsimile: 317-927-4549

If to the Company:

ProLiance Energy Marketing, LLC  
c/o ETC Marketing, Ltd.  
800 E. Sonterra Blvd., Suite 200  
San Antonio, Texas 78258  
Attn.: Chief Financial Officer  
Facsimile: 210-403-6692

with a copy to:

Energy Transfer Partners, L.P.  
1300 Main Street, 20th Floor  
Houston, Texas 77002  
Attn.: Legal Dept.  
Facsimile: 713-989-1212

- b. Severability. If any provision of this Agreement or the application of any such provision to any Person or circumstance shall be declared by any court of competent jurisdiction to be invalid, illegal, void or unenforceable in any respect, all other provisions of this Agreement, or the application of such provision to Persons or circumstances other than those as to which it has been held invalid, illegal, void or unenforceable, shall nevertheless remain in full force and effect and will in no way be affected, impaired or invalidated thereby. Upon such determination that any provision, or the application of any such provision, is invalid, illegal, void or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible to the fullest

extent permitted by applicable Law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible.

- c. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
- d. Amendments and Waivers. This Agreement may not be amended, supplemented or otherwise modified except in a written instrument executed by each of the Parties. No waiver by any of the Parties of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No waiver by any of the Parties of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the Party sought to be charged with such waiver.
- e. Entire Agreement; No Third Party Beneficiaries. Other than the PSA, this Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and thereof and supersede any prior understandings, negotiations, agreements, or representations among the Parties (including Buyer) of any nature, whether written or oral, to the extent they relate in any way to the subject matter hereof or thereof. This Agreement is for the sole benefit of the Parties and their successors and permitted assigns and is not intended to confer upon any other Person any rights or remedies hereunder.
- f. Governing Law. This Agreement and all claims arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by the Laws of the State of New York, without regard to the conflicts of law principles that would result in the application of any Law other than the Law of the State of New York.
- g. Consent to Jurisdiction; Waiver of Jury Trial. Each of the Parties irrevocably submits to the exclusive jurisdiction of (i) state courts of the State of Indiana located in Marion County, Indiana and (ii) the United States District Court for the Southern District of Indiana for the purposes of any suit, Action or other proceeding arising out of or relating to this Agreement or any transaction contemplated hereby (and agrees not to commence any Action, suit or proceeding relating hereto except in such courts). Each of the Parties further agrees that service of any process, summons, notice or document hand delivered or sent by U.S. registered mail to such Party's respective address set forth in Section 7(a) will be effective service of process for any Action, suit or proceeding in Indiana with respect to any matters to which it has submitted to jurisdiction as set forth in the immediately preceding sentence. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any Action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby in (i) state courts of the

State of Indiana located in Marion County, Indiana and (ii) the United States District Court for the Southern District of Indiana, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Notwithstanding the foregoing, each Party agrees that a final judgment in any Action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment in any jurisdiction or in any other manner provided in law or in equity.

- h. Headings. The section headings contained in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement or affect in any way the meaning or interpretation of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be duly executed in duplicate as of the day and year first set forth above.

**PROLIANCE ENERGY, LLC**

By: John R. Tally  
Name:  
Title: President

**PROLIANCE ENERGY MARKETING, LLC**

By: ETC Marketing, Ltd., its sole member

By: LGM, LLC, its general partner

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Assignment Agreement]



IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be duly executed in duplicate as of the day and year first set forth above.

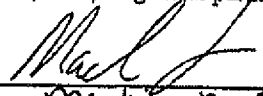
**PROLIANCE ENERGY, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**PROLIANCE ENERGY MARKETING, LLC**

By: ETC Marketing, Ltd., its sole member

By: LGM, LLC, its general partner

By:   
Name: *Mackie McCree*  
Title: *President and Chief Operating Officer*

[Signature Page to Trademark Assignment Agreement]

Schedule A

**ASSIGNMENT**

WHEREAS, ProLiance Energy, LLC, an Indiana limited liability company with a business address at 111 Monument Circle Suite 2200, Indianapolis, Indiana 46204 (hereinafter "Assignor"), is the owner of all rights, title and interest in and to the marks identified in Exhibit I attached hereto, the United States Trademark Registrations therefore, and the goodwill of the business symbolized by the marks (hereinafter the "Marks"); and

WHEREAS, ProLiance Energy Marketing, LLC, an Indiana limited liability company with a business address at 111 Monument Circle Suite 2200, Indianapolis, Indiana 46204 (hereinafter "Assignee"), is desirous of acquiring all of Assignor's rights, title, and interest in and to the Marks, the United States Trademark Registrations therefore, and the goodwill of the business symbolized by the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and accepted, said Assignor, does hereby irrevocably assign, transfer, grant, set over and convey unto Assignee, its successors and assigns, without reservation of any rights, title or interest, and said Assignee, does hereby does accept and assume, Assignor's entire worldwide rights, title and interest in and to the Marks, the United States Trademark Registrations therefore, together with the goodwill of the business symbolized by the Marks, the same to be held and enjoyed by Assignee, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, subsidiaries or other legal representatives, as the same would have been held and enjoyed by Assignor if this assignment had not been made, including, but not limited to, all common-law rights of Assignor in and/or to the Marks owned by Assignor.

IN WITNESS WHEREOF, representatives of the parties, having full power and authority to do so, have executed this Assignment effective as of the last date written below.

Dated: June 18, 2013

**PROLIANCE ENERGY, LLC (Assignor)**

By: John Talley  
Name:  
Title: President

Dated: June 18, 2013

**PROLIANCE ENERGY MARKETING, LLC (Assignee)**

By: ETC Marketing, Ltd., its sole member  
By: LGM, LLC, its general partner

By: \_\_\_\_\_  
Name:  
Title:

Schedule A

ASSIGNMENT

WHEREAS, ProLiance Energy, LLC, an Indiana limited liability company with a business address at 111 Monument Circle Suite 2200, Indianapolis, Indiana 46204 (hereinafter "Assignor"), is the owner of all rights, title and interest in and to the marks identified in Exhibit I attached hereto, the United States Trademark Registrations therefore, and the goodwill of the business symbolized by the marks (hereinafter the "Marks"); and

WHEREAS, ProLiance Energy Marketing, LLC, an Indiana limited liability company with a business address at 111 Monument Circle Suite 2200, Indianapolis, Indiana 46204 (hereinafter "Assignee"), is desirous of acquiring all of Assignor's rights, title, and interest in and to the Marks, the United States Trademark Registrations therefore, and the goodwill of the business symbolized by the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and accepted, said Assignor, does hereby irrevocably assign, transfer, grant, set over and convey unto Assignee, its successors and assigns, without reservation of any rights, title or interest, and said Assignee, does hereby does accept and assume, Assignor's entire worldwide rights, title and interest in and to the Marks, the United States Trademark Registrations therefore, together with the goodwill of the business symbolized by the Marks, the same to be held and enjoyed by Assignee, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, subsidiaries or other legal representatives, as the same would have been held and enjoyed by Assignor if this assignment had not been made, including, but not limited to, all common-law rights of Assignor in and/or to the Marks owned by Assignor.

IN WITNESS WHEREOF, representatives of the parties, having full power and authority to do so, have executed this Assignment effective as of the last date written below.

Dated: June 18, 2013

**PROLIANCE ENERGY, LLC (Assignor)**

By: \_\_\_\_\_  
Name:  
Title:

Dated: June 18, 2013

**PROLIANCE ENERGY MARKETING, LLC (Assignee)**

By: ETC Marketing, Ltd., its sole member  
By: LGM, LLC, its general partner

By: \_\_\_\_\_ *LGM*  
Name: *Mackie McCrea*  
Title: *President and Chief Operating Officer*

TRADEMARK

REEL: 005092 FRAME: 0462

Exhibit 1

**U.S. Reg. No.**

**Trademark**

3805950	PROSELECT
2286564	ADDING POWER TO ENERGY
2278473	PROLIANCE ENERGY
2273045	PROLIANCE
2117649	PROLIANCE
2131989	PROLIANCE
2188147	PROLIANCE ENERGY
2178974	PROLIANCE

NY01:255220.6