

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
Hess Corporation		07/29/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Hess Energy Marketing, LLC		
Street Address:	One Hess Plaza		
City:	Woodbridge		
State/Country:	NEW JERSEY		
Postal Code:	07095		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85445247	FORWARD THINKING ENERGY	
Serial Number:	85444109	FORWARD THINKING ENERGY	
CORRESPONDENCE DATA			
Fax Number:	7136515246		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	713-651-5567		
Email:	annie.aymond@nortonrosefulbright.com		
Correspondent Name:	Fulbright & Jaworski LLP / Annie Aymond		
Address Line 1:	1301 McKinney Street		
Address Line 4:	Houston, TEXAS 77010		
ATTORNEY DOCKET NUMBER:	11307775/HESS CORPORATION		
NAME OF SUBMITTER:	Annie Aymond		
Signature:	/Annie Aymond/		

OP \$65.00 85445247

Date:

02/05/2014

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“*Assignment*”) is entered into as of the Closing Date, by Hess Corporation, a Delaware corporation (“*Assignor*”), in favor of Hess Energy Marketing, LLC, a Delaware limited liability company (“*Assignee*”). Unless otherwise defined herein, all capitalized terms used in this Assignment shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor owns the trademark registrations and applications for registration identified and set forth on Schedule A attached hereto and the goodwill associated therewith (collectively, the “*Marks*”);

WHEREAS, Assignor and Direct Energy Business, LLC, a Delaware limited liability company (“*Buyer*”), are parties to the Purchase Agreement, dated as of July 29, 2013 (as amended, supplemented or modified, the “*Purchase Agreement*”), pursuant to which, upon the terms and subject to the conditions thereof, Buyer agreed to acquire the Business through its acquisition of Assignee;

WHEREAS, as of the execution and delivery of this Assignment, Assignee is a subsidiary of Assignor;

WHEREAS, following the consummation of the transactions contemplated by the Purchase Agreement, Assignee will become a direct or indirect subsidiary of Buyer;

WHEREAS, Assignee is the successor to the Business to which the Marks pertain and such Business is ongoing; and

WHEREAS, in furtherance of the foregoing, Assignor desires to assign to Assignee, and Assignee desires to accept, upon the terms and subject to the conditions of this Assignment and the Purchase Agreement, the Marks and all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, all of Assignor’s right, title and interest in, to and under the Marks, together with the goodwill of the Business associated therewith, including, without limitation, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States, now or hereafter arising or in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for infringement, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and any other rights corresponding thereto that may exist as of the date hereof.
2. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Marks.
3. This Assignment shall be governed by and construed in accordance with the internal Laws, and not the Laws governing conflicts of Laws, of the State of New York.

4. This Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks and to the extent there is any conflict between the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

* * * * *

[END OF PAGE]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

HESS CORPORATION

By: 

Name: Michael P. Buehler

Title: Vice President & General Counsel
Mobility, Retail & Corporate

TRADEMARK

REEL: 005208 FRAME: 0842

Schedule A
to Trademark Assignment

Country	Mark	Appln. No	Appln. Date	Reg. No	Reg. Date	Status	Owner
United States of America	FORWARD THINKING ENERGY & Design (black & white)	85/445247	12-Oct-2011			Allowed	Hess Corporation
United States of America	FORWARD THINKING ENERGY & Design (black & white)	85/444109	11-Oct-2011	4197253	28-Aug-2012	Registered	Hess Corporation