

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306860

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AGL Resources Inc.		05/01/2013	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Integritys Energy Services - Natural Gas, LLC		
Street Address:	1716 Lawrence Dr.		
City:	De Pere		
State/Country:	WISCONSIN		
Postal Code:	54115		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3560004		
Registration Number:	3645591	COMPASS ENERGY	
CORRESPONDENCE DATA			
Fax Number:	4142974900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	414 271-2400		
Email:	IPDocketing@foley.com, jrodriguez@foley.com		
Correspondent Name:	David W. Clark - Foley & Lardner LLP		
Address Line 1:	777 East Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	063272-0187		
NAME OF SUBMITTER:	David W. Clark		
SIGNATURE:	/David W. Clark/		
DATE SIGNED:	06/06/2014		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, effective as of May 1, 2013, is made by and between AGL Resources Inc., a Georgia company ("Assignor") and Integrys Energy Services -- Natural Gas, LLC, a Delaware limited liability ("Assignee").

WHEREAS, Assignor is the owner of the trademark applications and registrations set forth on the attached Schedule A (the "Registered Trademarks"); and

WHEREAS, pursuant to that certain Purchase and Sale Agreement, dated as of April 8, 2013, between Assignor and Assignee (the "Purchase Agreement"), Assignee has agreed to acquire from Assignor, and Assignor has agreed to transfer to Assignee, all of the Assignor's right, title and interest in and to (a) the Registered Trademarks and (b) the common law trademarks, service marks and trade names that constitute the "Company Marks" under the Purchase Agreement (such common trademarks, service marks and trade names and the Registered Trademarks are collectively referred to as the "Trademarks").

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors, legal representatives and assigns, all of Assignor's entire right, title and interest in and to the Trademarks, including without limitation: (i) all common law rights therein; (ii) all goodwill associated therewith and symbolized thereby; (iii) the right to further assign and/or to license any and all right, title and interest in and to the Trademarks; and (iv) all claims and demands that Assignor (either itself or through its predecessor(s)) may have, at law or in equity, whether presently known, unknown, accrued or to accrue, arising out of past or present infringements of the Trademarks, including, without limitation, the right to recover all claims for damages and compensation. Such right, title and interest shall be held and enjoyed by Assignee, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by the Assignor if this sale, assignment and transfer had not been made.

The provisions of this instrument are subject, in all respects, to the terms and conditions of the Purchase Agreement, including, without limitation, all of the covenants, representations and warranties contained therein, all of which shall survive the execution and delivery of this instrument to the extent indicated in the Purchase Agreement. Nothing contained in this instrument shall be deemed to modify, amend or supersede any of the terms or conditions of the Purchase Agreement. In the event of any conflict or inconsistency between the terms and conditions of this instrument and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail. This instrument shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of Assignee and its successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment as of the date written below.

ASSIGNEE:

INTEGRYS ENERGY SERVICES –
NATURAL GAS, LLC

By: Daniel J. Verbanac

Name: Daniel J. Verbanac

Title: President

Date: 4-26-13

State of Wisconsin
County of Brown) SS.

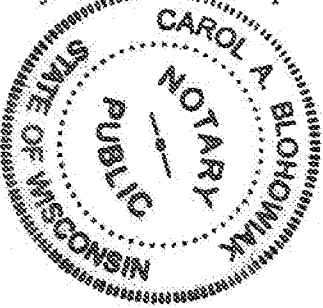
Before me, a notary of the state and county aforesaid, personally appeared Daniel J. Verbanac, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that such person is a duly elected, qualified and acting officer of Integrys Energy Services – Natural Gas, LLC and that such person executed the foregoing instrument for the purposes described therein, by signing the name of the corporation by such person as a duly elected, qualified and acting officer.

IN WITNESS WHEREOF, I hereunto set my hand and seal of my office on April 26th 2013.

(Seal)

Carol A. Blomquist
Notary Public

My Commission Expires: 1-29-17



Schedule A

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>
U.S.	Compass Design (Service Mark)	77/395,972	3,560,004
U.S.	Compass Energy	77/395,980	3,645,591