

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309440

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	PURCHASE AND SALE AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ETC MARKETING LTD.		03/18/2014	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EXELON GENERATION COMPANY, LLC		
<b>Street Address:</b>	2301 Market Street		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19101		
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3805950	PROSELECT	
<b>Registration Number:</b>	2286564	ADDING POWER TO ENERGY	
<b>Registration Number:</b>	2278473	PROLIANCE ENERGY	
<b>Registration Number:</b>	2273045	PROLIANCE	
<b>Registration Number:</b>	2117649	PROLIANCE	
<b>Registration Number:</b>	2131989	PROLIANCE	
<b>Registration Number:</b>	2188147	PROLIANCE ENERGY	
<b>Registration Number:</b>	2178974	PROLIANCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	TRADEMARK@WTPLAW.COM		
<b>Correspondent Name:</b>	WHITEFORD, TAYLOR & PRESTON, LLP		
<b>Address Line 1:</b>	SEVEN SAINT PAUL STREET		
<b>Address Line 4:</b>	BALTIMORE, MARYLAND 21202		
<b>ATTORNEY DOCKET NUMBER:</b>	010807.00002		
<b>NAME OF SUBMITTER:</b>	Dana O. Lynch		
<b>SIGNATURE:</b>	/dana o. lynch/		
<b>DATE SIGNED:</b>	07/02/2014		

CH \$215.00 3805950

TRADEMARK

**Total Attachments: 8**

source=2014-07-02\_PurchaseSaleAgreementRedacted#page1.tif

source=2014-07-02\_PurchaseSaleAgreementRedacted#page2.tif

source=2014-07-02\_PurchaseSaleAgreementRedacted#page3.tif

source=2014-07-02\_PurchaseSaleAgreementRedacted#page4.tif

source=2014-07-02\_PurchaseSaleAgreementRedacted#page5.tif

source=2014-07-02\_PurchaseSaleAgreementRedacted#page6.tif

source=2014-07-02\_PurchaseSaleAgreementRedacted#page7.tif

source=2014-07-02\_PurchaseSaleAgreementRedacted#page8.tif

---

**PURCHASE AND SALE AGREEMENT**

**by and between**

**ETC MARKETING, LTD.**

**and**

**EXELON GENERATION COMPANY, LLC**

**March 18, 2014**

**PURCHASE AND SALE AGREEMENT**

Purchase and Sale Agreement, dated as of March 18, 2014, by and between ETC MARKETING, LTD., a Texas limited partnership ("Seller"), and EXELON GENERATION COMPANY, LLC, a Pennsylvania limited liability company ("Buyer"). Seller and Buyer are referred to collectively herein as the "Parties."

W I T N E S S E T H:

WHEREAS, ETC ProLiance Energy, LLC, an Indiana limited liability company (the "Company"), is a regional gas marketer providing natural gas marketing, natural gas portfolio administration, and other portfolio and energy management services, among other things;

WHEREAS, Seller is the owner of all of the membership interests of the Company (the "Membership Interests");

WHEREAS, Seller desires to sell the Membership Interests to Buyer, and Buyer desires to purchase the Membership Interests from Seller, on the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein made, and in consideration of the representations and warranties, herein contained, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties hereto, intending to become legally bound, hereby agree as follows:

[REDACTED]

**ARTICLE II.**

**PURCHASE AND SALE OF THE MEMBERSHIP INTERESTS**

Section 2.1 Purchase and Sale of the Membership Interests. Upon the terms and subject to the conditions of this Agreement, at the Effective Time (as defined below), Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, all of Seller's right title and interest in and to the Membership Interests in the Company, free and clear of any and all Liens.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section 3.12 Intellectual Property.

[REDACTED]

All material patents, copyrights, trademarks, service marks, technology, know-how, computer software programs and applications and databases that are currently used in connection with the Business are listed on Section 3.12 of the Seller Disclosure Schedule.

[REDACTED]


[REDACTED]

[REDACTED]

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

ETC MARKETING, LTD.

By: LGM, LLC, its general partner

By:   
Name: Michael D. Smith  
Title: Senior Vice President - Mergers & Acquisitions

EXELON GENERATION COMPANY, LLC

By:   
Name: Mark P. Huston  
Title: President, Retail, Constellation



**Section 3.12**  
**Intellectual Property**

The name "Energy Transfer", "ETC", "ETC ProLiance" and any derivations thereof.

The logo of ETC ProLiance LLC (see attached).

**Trademarks:**

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

3805950

2286564

2278473

2273045

2117649

2131989

2188147

2178974

**Trademark**

PROSELECT

ADDING POWER TO ENERGY

PROLIANCE ENERGY

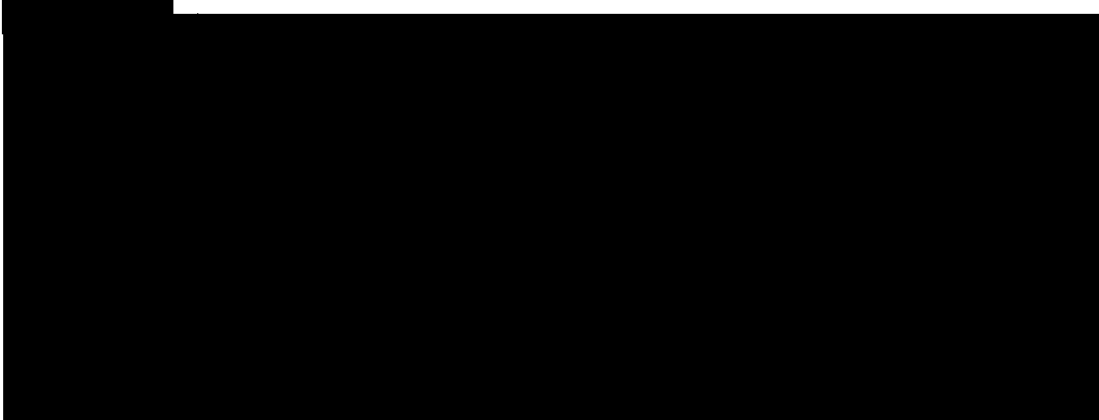
PROLIANCE

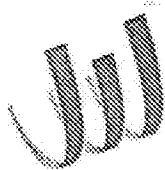
PROLIANCE

PROLIANCE

PROLIANCE ENERGY

PROLIANCE





**ETC Proliance**

ENERGY

(1) Proliance Energy - Houston, TX - 10/1/13  
(2) Proliance Energy - Houston, TX - 10/1/13  
(3) Proliance Energy - Houston, TX - 10/1/13  
(4) Proliance Energy - Houston, TX - 10/1/13  
(5) Proliance Energy - Houston, TX - 10/1/13  
(6) Proliance Energy - Houston, TX - 10/1/13  
(7) Proliance Energy - Houston, TX - 10/1/13  
(8) Proliance Energy - Houston, TX - 10/1/13  
(9) Proliance Energy - Houston, TX - 10/1/13  
(10) Proliance Energy - Houston, TX - 10/1/13