

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309875

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Assignor's entity type; Assignee's entity type and address previously recorded on Reel 005314 Frame 0523. Assignor(s) hereby confirms the Assignor Entity type: Corporation Assignee Entity type: Corporation Assignee Address: 2301 Market Street, Philadelphia PA 19101.

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ETC MARKETING LTD.		03/18/2014	LIMITED PARTNERSHIP: TEXAS

## RECEIVING PARTY DATA

<b>Name:</b>	EXELON GENERATION COMPANY, LLC
<b>Street Address:</b>	300 EXELON WAY
<b>City:</b>	KENNETT SQUARE
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19348
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: PENNSYLVANIA

## 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:

*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.*

Email: TRADEMARK@WTPLAW.COM

Correspondent Name: WHITEFORD, TAYLOR &amp; PRESTON, LLP

Address Line 1: SEVEN SAINT PAUL STREET

Address Line 4: BALTIMORE, MARYLAND 21202

CH \$215.00 3805950

<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>	07/08/2014

**Total Attachments: 12**

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source=ETC-ExGenRecordation\_7-2-14#page2.tif

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1

Stylesheet Version v1.2

<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>Email:</b>	TRADEMARK@WTPLAW.COM		
<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>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		

**TRADEMARK**  
**REEL: 005317 FRAME: 0853**

<b>NAME OF SUBMITTER:</b>	Dana O. Lynch
<b>Signature:</b>	/dana o. lynch/
<b>Date:</b>	07/02/2014
<b>Total Attachments: 8</b> 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	
<b>RECEIPT INFORMATION</b>	
<b>ETAS ID:</b>	TM309440
<b>Receipt Date:</b>	07/02/2014
<b>Fee Amount:</b>	\$215

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**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."

WITNESSETH:

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]





EXELON GENERATION COMPANY, LLC

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

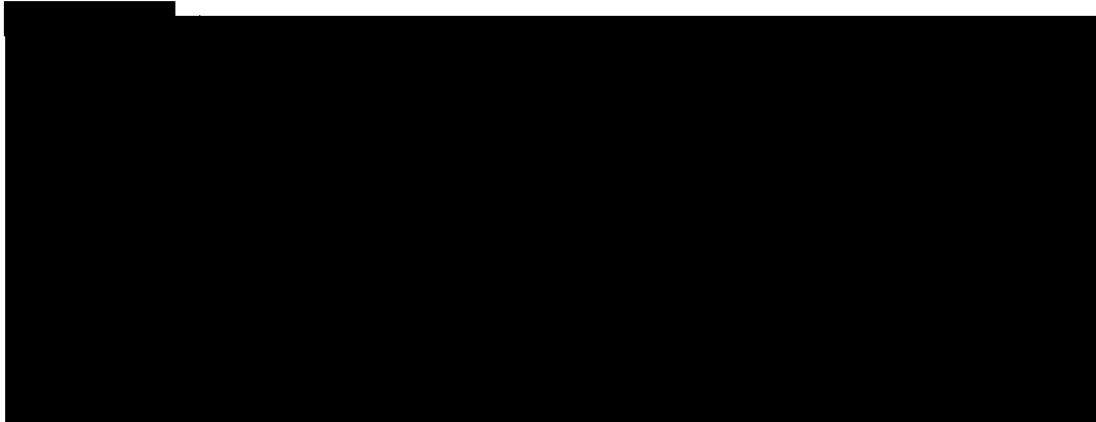
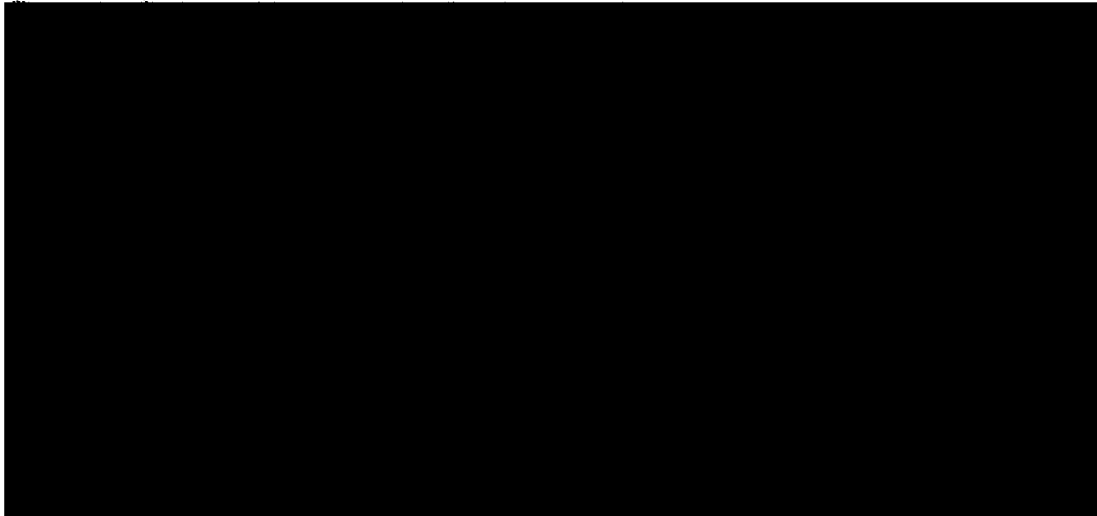
**Section 3.12**  
**Intellectual Property**

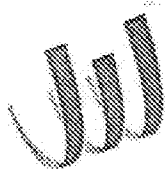
The name "Energy Transfer", "ETC", "ETC ProLiance" and any derivations thereof.

The logo of ETC ProLiance LLC (see attached).

**Trademarks:**

<u>U.S. Reg. No.</u>	<u>Trademark</u>
3805950	PROSELECT
2286564	ADDING POWER TO ENERGY
2278473	PROLIANCE ENERGY
2273045	PROLIANCE
2117649	PROLIANCE
2131989	PROLIANCE
2188147	PROLIANCE ENERGY
2178974	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