

02-19-2002



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Black Gold Corporation</p> <p style="text-align: right; font-size: 1.2em;">1-29-02</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Energy Logic, LLC</u> Internal Address: _____ Address: _____</p> <p>Street Address: <u>3516 Trimble Road</u> City: <u>Nashville</u> State: <u>TN</u> Zip: <u>37215</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u></p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</small> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>December 13, 2001</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) </p>	<p>B. Trademark Registration No.(s) <u>1,371,192</u></p> <p style="text-align: right; font-size: 1.2em;">JAN 29 2002</p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Stephen J. Stark</u> Internal Address: <u>Miller & Martin LLP</u> Street Address: <u>Suite 1000 Volunteer Building</u> <u>832 Georgia Avenue</u> City: <u>Chattanooga</u> State: <u>TN</u> Zip: <u>37402-2289</u></p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p><small>(Attach duplicate copy of this page if paying by deposit account)</small></p>
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DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Stephen J. Stark [Signature] 1/08/2002
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 002444 FRAME: 0728

ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK is made to be effective as of 12:01 a.m. (central time) on the 13th day of December 2001, by and among **BLACK GOLD CORPORATION**, a Tennessee corporation having its principal place of business at 240 Great Circle Road #344, Nashville, Tennessee, 37228-1707 ("Assignor"), and **ENERGY LOGIC, LLC**, a Tennessee limited liability company having its principal place of business at 3516 Trimble Road, Nashville, Tennessee 37215 ("Assignee").

RECITALS:

WHEREAS, Assignee and Assignor are parties to an Asset Purchase and Sale Agreement dated as of even date herewith (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Purchase Agreement), including without limitation the trademarks, trade names, service marks, brand marks, and brand names of Assignor.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign trademarks, trademarks applications, trade names, service marks, brand marks and brand names listed on Exhibit A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Trademarks as of the date first above written.

ASSIGNOR:

BLACK GOLD CORPORATION

By: Wayne Robertson
Wayne Robertson, President

STATE OF TENNESSEE)
) ss.
COUNTY OF DAVIDSON)

On this 13th day of December, 2001, before me personally came WAYNE ROBERTSON, to me known and known to me to be the person who executed the foregoing instrument, and who being by me sworn, did depose and say that he is a officer of Black Gold Corporation, the company described in and on whose behalf was executed the foregoing instrument; and that he signed his name thereto on behalf of and with the authorization of the Board of Directors of said company as the free deed and act of said company.

Ann K. Whitworth
Notary Public
My Commission Expires Nov. 30, 2002

[Seal]

EXHIBIT A
REGISTERED TRADEMARKS

<u>Trademark</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>
BLACK GOLD and Design	Registration No. 1,371,192	November 15, 1985