

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Stock Purchase		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cornerstone Energy, Inc.		03/19/2007	CORPORATION: NEBRASKA
RECEIVING PARTY DATA			
Name:	Constellation NewEnergy - Gas Division, LLC		
Street Address:	9960 Corporate Campus Drive		
Internal Address:	Suite 2000		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40223		
Entity Type:	LIMITED LIABILITY COMPANY: KENTUCKY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2968098	CORNERSTONE ENERGY	
Registration Number:	3031896	CORNERSTONE ENERGY	
CORRESPONDENCE DATA			
Fax Number:	(410)223-3483		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	410-347-8700		
Email:	trademark@wtplaw.com		
Correspondent Name:	Dana O. Lynch, Esquire		
Address Line 1:	Seven Saint Paul Street		
Address Line 4:	Baltimore, MARYLAND 21202		
ATTORNEY DOCKET NUMBER:	10807-2		
NAME OF SUBMITTER:	Dana O. Lynch		
Signature:	/dana o. lynch/		

CH 2968098 \$65.00

Date:

02/12/2008

Total Attachments: 4

source=CornerstoneEnergySPA#page1.tif

source=CornerstoneEnergySPA#page2.tif

source=CornerstoneEnergySPA#page3.tif

source=CornerstoneEnergySPA#page4.tif

STOCK PURCHASE AGREEMENT

This **STOCK PURCHASE AGREEMENT** (this "Agreement"), dated as of March 19, 2007, is made by and among **CONSTELLATION NEWENERGY – GAS DIVISION, LLC**, a Kentucky limited liability company ("Buyer"); **CORNERSTONE ENERGY, INC.**, a Nebraska corporation (the "Company");

and entities collectively referred to herein as the "Seller"). Each of the foregoing may sometimes be referred to herein as a "Party" or collectively as the "Parties."

RECITALS

A. The Company is engaged in the competitive purchase and supply of natural gas to commercial and industrial customers in Colorado, Illinois, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Oklahoma, and South Dakota, including energy management services and other ancillary products and services.

B. Seller owns all of the issued and outstanding shares of the Company, as set forth in the Disclosure Schedule 3.1(h) attached hereto (the "Company Shares").

C. Buyer desires to purchase the Company Shares from Seller and Seller desires to sell the Company Shares to Buyer, upon the terms and conditions originally set forth in a purchase agreement dated as of March 19, 2007.

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements, and conditions hereinafter set forth, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PURCHASE AND SALE OF THE COMPANY SHARES.

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, on the Closing Date (as hereinafter defined), Seller shall sell and transfer the Company Shares to Buyer, and Buyer shall purchase the Company Shares from Seller.

TRADEMARK

REEL: 003717 FRAME: 0594

3.21 Intellectual Property. All of the Intellectual Property (as defined below) utilized by the Company in connection with the Company is set forth in the Disclosure Schedule 3.21.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

BUYER:

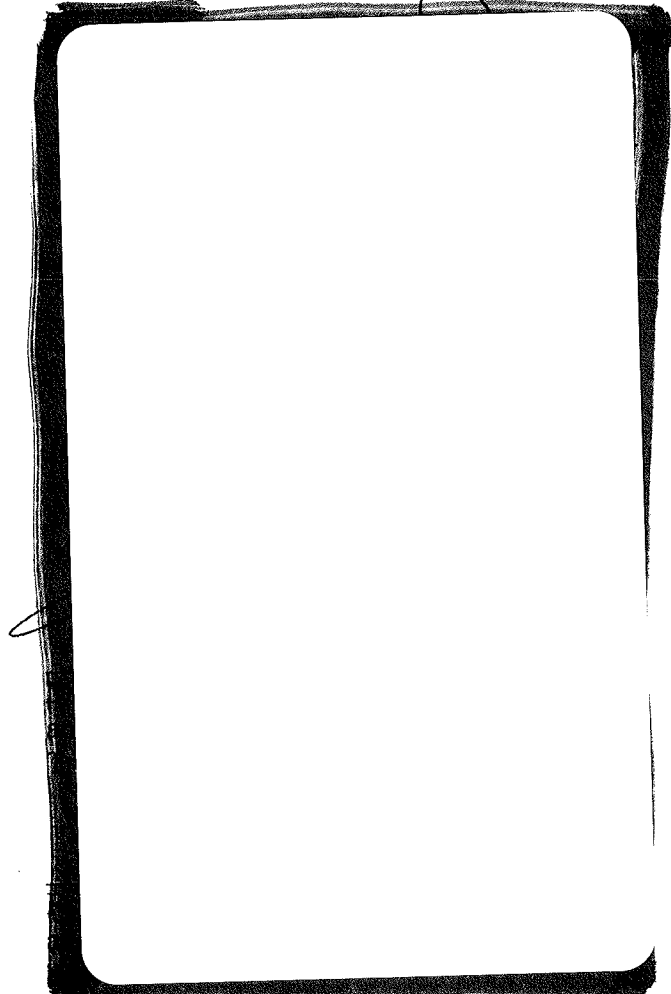
CONSTELLATION NEWENERGY – GAS
DIVISION, LLC

By: Andrew R. Vellum

COMPANY:

CORNERSTONE ENERGY, INC.

By: Brad A. [Signature]



Signature Page to Stock Purchase Agreement

SCHEDULE 3.21

INTELLECTUAL PROPERTY

I. CORNERSTONE ENERGY, INC.

Trademark Registrations

<u>Trademark Description</u>	<u>U.S. Reg. No.</u>	<u>Date Registered</u>
1)CORNERSTONE ENERGY	2968098	July 12, 2005
2)CORNERSTONE ENERGY and Design	3031896	December 20, 2005