

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330691

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCANA CORPORATION		01/31/2015	CORPORATION: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Carolina Gas Transmission Corporation		
Street Address:	601 Taylor Road		
City:	Cayce		
State/Country:	SOUTH CAROLINA		
Postal Code:	29033		
Entity Type:	CORPORATION: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3682436	DELIVERING VALUE · CAPACITY · RELIABILIT	
CORRESPONDENCE DATA			
Fax Number:	8046982007		
<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:	804-775-1071		
Email:	rvance@mcguirewoods.com		
Correspondent Name:	Robin C. Vance		
Address Line 1:	901 East Cary Street		
Address Line 4:	Richmond, VIRGINIA 23219-4030		
ATTORNEY DOCKET NUMBER:	2000891-1699		
NAME OF SUBMITTER:	Robin C. Vance		
SIGNATURE:	/Robin C. Vance/		
DATE SIGNED:	02/02/2015		
Total Attachments: 5			
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ASSIGNMENT AGREEMENT

WHEREAS, pursuant to this Assignment Agreement (this “**Assignment**”), SCANA CORPORATION, a South Carolina corporation (“**Assignor**”), for good and valuable consideration paid by CAROLINA GAS TRANSMISSION CORPORATION, a South Carolina corporation (“**Assignee**”), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, TRANSFER AND ASSIGN unto Assignee, its successors and assigns the Trademarks, Goodwill, Domain Names and Related Rights (hereinafter defined) set forth on Exhibit A attached hereto, as follows (capitalized terms used but not defined herein shall have the meaning ascribed to them in the Purchase Agreement (as defined below)):

1. Pursuant to the terms of a certain Stock Purchase Agreement, dated December 15, 2014, by and between Assignor and Dominion Resources, Inc. (the “**Purchase Agreement**”), Assignor has agreed to assign and transfer and has hereby assigned and transferred unto Assignee and its successors and assigns Assignor’s entire right, title, and interest in and to (i) the name and trademark “Carolina Gas Transmission” and “CGT,” including, without limitation, the formal registration identified in Exhibit A attached hereto (“**Trademark Registration**”) as well as any other related trademarks, trade names, service marks, logos, and trade dress, specifically excluding the formal registrations for those certain marks cancelled or to be cancelled pursuant to the Purchase Agreement and also specifically excluding the Subject Marks as defined by the Purchase Agreement (collectively, the “**Trademarks**”), (ii) the goodwill of Assignor’s business transferred by Assignor to Assignee on even date connected with the use of and symbolized by the Trademarks (“**Goodwill**”), together with all assets that uniquely reflect the Goodwill, including, without limitation, Assignor’s business names, customer lists, trade secrets, corporate and other business records, license rights, advertising materials, operating manuals, methods, processes, know-how, sales literature, drawings, specifications, descriptions, and inventions (collectively, the “**Related Rights**”), and (iii) the domain name registrations identified on Exhibit A along with the websites associated with the same (collectively, the “**Domain Names**”), in each case to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its parents, subsidiaries, Affiliates, successors, assigns, licensees, and legal representatives, as such rights would have been held and enjoyed by Assignor had this assignment not been made. The foregoing rights include, without limitation, all rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present, or future infringement of the Trademarks, Related Rights and/or Domain Names or injury to the Goodwill. Assignor shall not, at any time, contest the validity of the Trademarks, Goodwill, Domain Names and/or Related Rights, or take any action that would impair the value of any of the foregoing.

2. Assignee agrees that, following the Closing Date, and in accordance with the Purchase Agreement, including without limitation Section 6.6 thereof, Assignee will update the websites associated with the Domain Names to remove the following, unless otherwise agreed to by Assignor: (a) the Subject Marks ; (b) any of the stylized designs included in the formal registrations for the trademarks being cancelled at the Closing Date pursuant to the Purchase Agreement; (c) any other trademarks owned by Assignor; (d) links to websites owned by Assignor or any of its affiliates; or (e) textual, graphical, or other references to Assignor; provided, however, that if Assignor believes Assignee has failed to remove any item covered above in subsections (a) through (e) from the websites associated with the Domain Names,

Assignor shall so notify Assignee in writing. Notwithstanding the foregoing, with respect to websites associated with the Software System (as defined by the Software Non-Exclusive License Agreement entered into in connection with the Purchase Agreement), Assignee agrees to include in those websites such mutually agreeable copyright notices, terms and conditions, and other matters upon Assignor's reasonable request in order to protect Assignor's and/or its affiliates' intellectual property rights with respect to the Software System.

3. Assignor agrees that, following the Closing Date and to be completed by February 28, 2015, or as soon thereafter as is reasonably practicable, Assignor will update the websites associated with the domain name *scana.com* to remove the following, unless otherwise agreed to by Assignee: (a) the Trademarks; (b) any of the Related Rights; (c) links to websites owned by Assignee or any of its affiliates; or (d) textual, graphical, or other references to Assignee; provided, however, that if Assignee believes Assignor has failed to remove any item covered above in subsections (a) through (d) from the websites associated with the domain name *scana.com*, Assignee shall so notify Assignor in writing. Solely in connection with such transition period as discussed in the preceding sentence, Assignee hereby grants Assignor the limited, non-exclusive, non-transferable, non-sublicensable, royalty-free right to use and refer to the Trademark CAROLINA GAS TRANSMISSION and/or CGT on the websites associated with the domain name *scana.com*, which license shall automatically and immediately terminate upon their removal from the websites associated with the domain name *scana.com* pursuant to this Section 3. All such use by Assignor inures to the benefit of Assignee.

4. Assignor warrants that Assignor is the registered owner of the Trademark Registration and the Domain Names, and that Assignor has not registered any other domain names, trademarks, trade names or similar proprietary rights related to or similar to the Trademarks or Domain Names (except for the formal registrations for the marks cancelled or to be cancelled at the Closing Date pursuant to the Purchase Agreement and except for the Subject Marks as defined by the Purchase Agreement). Assignor further warrants that it has the authority to make and enter into this Assignment and that such Assignment will not violate Assignor's obligations to or with any third party.

5. Promptly following the Closing Date, Assignor shall promptly file an express surrender of the formal registrations for the marks cancelled or to be cancelled at the Closing Date with the U.S. Patent and Trademark Office; and Assignor shall notify Assignee upon recordation of such surrender.

6. Assignor agrees to execute any other documents or to provide any further materials or documentation necessary in order to fulfill the provisions of or the purpose of this Assignment or to otherwise substantiate ownership. Without limitation of the foregoing, Assignor hereby specifically agrees to initiate and/or otherwise approve (as applicable with the registrar for the Domain Names) any domain name registrar domain name transfer requests and documents required to transfer ownership of the Domain Names from Assignor to Assignee, if any.

7. This Assignment is (i) effective in all countries and in all multi-national intellectual property protection offices, and (ii) binding upon the parties and their respective heirs, successors, assigns, trustees, and representatives.

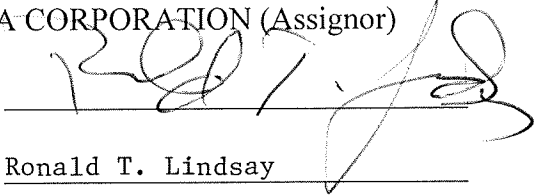
8. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of South Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of South Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of South Carolina.

9. This Assignment may be executed in one or more counterparts (including by means of facsimile or other electronic transmission), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(Signature Page Follows)

IN WITNESS WHEREOF, each of Assignor and Assignee has executed this Assignment, to be effective as of the 31st day of January, 2015.

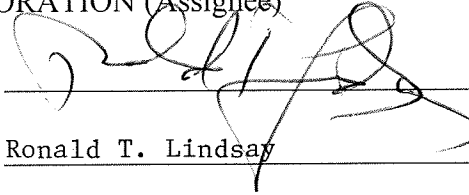
SCANA CORPORATION (Assignor)

By: 

Name: Ronald T. Lindsay

Date: January 31, 2015

CAROLINA GAS TRANSMISSION CORPORATION (Assignee)

By: 

Name: Ronald T. Lindsay

Date: January 31, 2015

Exhibit A

The Intellectual Property held, used or owned by Target, including, without limitation, those items listed on Section 4.13 of the Disclosure Schedule, including, without limitation, the name “Carolina Gas Transmission” and “CGT” and the following protections:

1. United States Patent and Trademark Registration No. 3,682,436 (DELIVERING VALUE CAPACITY RELIABILITY SUPPLY DIVERSITY INFORMATION SUPPORT (Stylized & Design)).
2. carolinagas.com
carolinagastransmission.biz
carolinagastransmission.com
carolinagastransmission.info
carolinagastransmission.net
carolinagastransmission.org
carolinagastransmissioncorp.com