

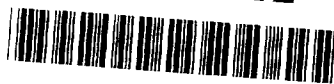


03-04-2002

02-19-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. Patent & TMOs/TM Mail Rcpt Dt. #26



102001334

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

1. Name of conveying party(ies):

UtiliCorp United Inc.

2-19-02

- Individual(s), Association, General Partnership, Limited Partnership, Corporation - State Delaware, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: April 24, 2001

2. Name and address of receiving party(ies):

Name: Aquila, Inc., Internal Address, Street Address: 1100 Walnut Street, Suite 3300, City: Kansas City State: MO Zip: 64106

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See Exhibit A

B. Trademark Registration No.(s)

See Exhibit A

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Wade Kerrigan

Internal Address:

Blackwell Sanders Peper Martin LLP

Street Address: 2300 Main, Suite 1000

City: Kansas City State: MO Zip: 64108

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 3.41) \$ 365.00

- Enclosed, Authorized to be charged to deposit account

If insufficient, please debit Deposit Account Number

8. Deposit account number: 11-0160

(Attach duplicate copy of this page if paying by deposit account)

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.

Wade Kerrigan

Name of Person Signing

[Signature]

Signature

2/19/02

Date

Total number of pages including cover sheet, attachments and document

5

03/01/2002 6TOM11 00000227 110160 75620499

Main documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:481 40.00 CH 02 FC:482 325.00 CH

TRADEMARK REEL: 002452 FRAME: 0515

**EXHIBIT A****UNITED STATES TRADEMARKS**

MARK	REGISTRATION NUMBER	CLASS
AQUILA MERCHANT ENERGY PARTNERS		75/620,499
ARIES		75/788,907
CAPACITYWORKS		76/202,454
FUEL PARTNERS		75/283,329
GUARANTEEDBILL		75/751,652
GUARANTEEDGENERATION		75/663,112
GUARANTEEDPEAKING		75/937,888
GUARANTEEDPOWER		75/663,111
GUARANTEEDTRANSMISSION		75/663,113
GUARANTEEDWEATHER	2,205,743	
MERCHANT ENERGY PARTNERS, AN AQUILA ENERGY COMPANY		75/620,497
POD		75/720,891
PRICE OF THE DAY		75/718,932
THE EXCHANGE CENTER, AN AQUILA ENERGY COMPANY		75/768,275



**ASSIGNMENT AGREEMENT**

02-19-2002

U.S. Patent & TMOfo/TM Mail Ropt Dt. #26

**THIS ASSIGNMENT AGREEMENT** (the "Agreement") is entered into as of this 24th day of April, 2001 by and between **UTILICORP UNITED INC.**, a Delaware corporation ("Assignor"), and **AQUILA, INC.** a Delaware corporation ("Assignee").

**WHEREAS**, Assignor and Assignee have entered into an Intellectual Property Cross-License and Transfer Agreement on the date hereof related to the transfer and license of certain intellectual property and this Agreement is entered into pursuant to the terms of that agreement; and

**WHEREAS**, Assignor and Assignee are affiliated entities and Assignor wishes to assign certain marks and the respective parts of the businesses related thereto to Assignee and Assignee desires to assume such marks and the respective parts of the business related thereto, all in accordance with Section 10 of the Trademark Act, 15 U.S.C. Section 1060; and

**WHEREAS**, Assignor owns registrations and applications for registration of certain trademarks and service marks (the "Marks") as filed with the United States Patent and Trademark Office and in international patent and trademark offices (all as set forth on Exhibit A) and Assignor has, on its own, or through certain of its affiliates, adopted, used and is using some of such Marks or has a bona fide intent to use some of the Marks; and

**WHEREAS**, Assignee desires to acquire the entire right, title and interest in and to said Marks, the related registrations or applications and the goodwill associated therewith (the "Trademark Rights").

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. For the consideration of the terms set forth in the aforementioned Intellectual Property Cross-License and Transfer Agreement, Assignor hereby sells, assigns, transfers and sets over unto Assignee, its successors and assigns, the entire right, title and interest in and to the Trademark Rights, together with that portion of the good will of the business of Assignor and the respective parts of the business related to the Trademark Rights connected with the use of and symbolized by the trademarks included in the Trademark Rights and the know how associated with and necessary to control the nature and quality of goods associated with the Trademark Rights, all common law rights and all causes of action, past, present and future for infringement of the Trademark Rights.

2. Assignor further covenants and agrees that it will, at any time upon request, execute and deliver any and all documents that may be necessary or desirable to perfect the title to the Trademark Rights in Assignee, its successors and assigns, and that it will, at any time upon request, communicate to Assignee, its successors and assigns, such facts relating to the Trademark Rights or the history thereof as may be known to it.

3. Assignor further warrants that the Trademark Rights are not subject to any liens, encumbrances, mortgages, licenses, or other interests of third parties.

IN WITNESS WHEREOF, the parties have executed this Assignment and Agreement as of the day and year first above written.

**ASSIGNOR**

**UTILICORP UNITED INC.**

By: 

Name: Leslie V. Parotte Jr.

Title: Sr. Vice President

**ASSIGNEE**

**AQUILA, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Assignment and Agreement as of the day and year first above written.

**ASSIGNOR**

**UTILICORP UNITED INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE**

**AQUILA, INC.**

By:  \_\_\_\_\_

Name: Jeffrey D. Ayers

Title: General Counsel and Corporate Secretary