

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pinnacle West Energy Corporation		07/29/2005	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	Arizona Public Service Company		
Street Address:	400 North Fifth Street		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	CORPORATION: ARIZONA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2636192	REDHAWK	
Registration Number:	2756809	REDHAWK	
Registration Number:	2765170	REDHAWK	
CORRESPONDENCE DATA			
Fax Number:	(602)257-6917		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	602-258-7701		
Email:	rmitchell@rcalaw.com		
Correspondent Name:	Renee L. Mitchell		
Address Line 1:	One North Central Avenue		
Address Line 2:	Suite 1200		
Address Line 4:	Phoenix, ARIZONA 85004		
NAME OF SUBMITTER:	Renee L. Mitchell		
Signature:	/rlm/		

CH \$90.00 2636192

Date:

08/08/2005

Total Attachments: 4

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ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK (this "Assignment") is made and entered into as of this 29th day of July, 2005 ("Effective Date"), by and between PINNACLE WEST ENERGY CORPORATION, an Arizona corporation, having an address at 400 North Fifth Street, Phoenix, AZ 85004 ("Assignor"), and ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation, having an address at 400 North Fifth Street, Phoenix, AZ 85004 ("Assignee").

RECITALS

A. Assignor has adopted, used, is using, or intends to use, and is the owner of the trademarks listed on the attached Exhibit "A" ("Trademarks").

B. Assignee desires to acquire and Assignor desires to assign and transfer various assets in accordance with the regulatory agreements made or otherwise filed with the Arizona Corporation Commission. The Trademarks are included among the assets to be transferred from Assignor to Assignee. The transfer of assets, including the Trademarks, is scheduled to occur on or about July 29, 2005.

NOW, THEREFORE, in consideration of the agreements set forth herein, Assignor and Assignee agree as follows:

ASSIGNMENT

1. Assignor hereby represents and warrants to Assignee that Assignor owns the Trademarks and has the exclusive right to assign the Trademarks to Assignee. Assignor makes no warranty or representation concerning infringement of other's intellectual property rights or the strength and/or value of the Trademarks and goodwill associated therewith.

2. In accordance with the regulatory agreements made or otherwise filed with the Arizona Corporation Commission, and pursuant to 15 U.S.C. § 1060, on or about July 29, 2005, Assignor shall assign to Assignee all of Assignor's right, title and interest in and to the Trademarks, and in the goodwill associated therewith, and Assignee thereafter shall file with the United States Patent and Trademark Office this Assignment to record the transfer of ownership of such Trademarks and associated goodwill, and pay any fees associated with the filing of this Assignment.

3. Assignor waives any and all rights to claim ownership of the Trademarks following this Assignment.

4. This Assignment shall inure to the sole benefit of Assignee and shall be binding upon the parties hereto and their respective successors and assigns.

5. The Commissioner of Patents and Trademarks is requested to reissue the Certificates of Registration, at Assignee's expense, to Assignee, ARIZONA PUBLIC SERVICE COMPANY.

6. This Assignment shall be governed and interpreted in accordance with Arizona law without regard to conflict of laws principles. Any action related hereto shall be brought in the federal or state courts located in Maricopa County, Arizona and each party hereby consents to the jurisdiction of and venue in such courts.

7. This Assignment, and all Exhibits hereto, constitute the entire agreement and understanding between the parties concerning the subject matter herein and supersedes any and all prior, contemporaneous oral and/or written agreements, understandings, promises or representations. If any conflict exists between the terms of this Assignment and any Exhibit hereto, the terms of the Exhibit shall control. This Assignment may only be amended in a writing, executed by each party hereto.

PINNACLE WEST ENERGY CORPORATION

By: [Signature]
Name: William C. Kotzmann
Its: VP

STATE OF ARIZONA)
) ss.
County of Maricopa)

Subscribed and sworn to before me, a Notary Public, this 21 day of July, 2005.

[Signature]
Notary Public

My Commission Expires:
April 24, 2006



ACKNOWLEDGED AND ACCEPTED BY:
ARIZONA PUBLIC SERVICE COMPANY

By: James M. Levine
Name: James M. Levine
Its: Exec VP Generation

STATE OF ARIZONA)
) ss.
County of Maricopa)

Subscribed and sworn to before me, a Notary Public, this 19th day of July, 2005.

Cynthia M. Crawford
Notary Public

My Commission Expires:

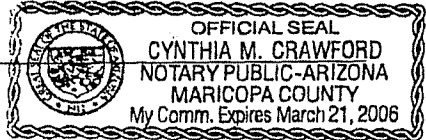


EXHIBIT "A"

TRADEMARKS

MARK	REGISTRATION/APPLICATION NUMBER	REGISTRATION/FILING DATE
REDHAWK	2,636,192	October 15, 2002
REDHAWK	2,756,809	August 26, 2003
REDHAWK and DESIGN	2,765,170	September 16, 2003

630470.1
5/13/2005

TRADEMARK

RECORDED: 08/08/2005

REEL: 003136 FRAME: 0783