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PATENT & TRADEMARK

06-28-2000

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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [X] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other 1657423

Effective Date Month Day Year

Conveying Party [ ] Mark if additional names of conveying parties attached

Name: Orion Power MidWest, L.P.

Execution Date Month Day Year: 04 28 2000

Formerly:

[ ] Individual [ ] General Partnership [X] Limited Partnership [ ] Corporation [ ] Association

[ ] Other

[ ] Citizenship/State of Incorporation/Organization: Delaware

Receiving Party [ ] Mark if additional names of receiving parties attached

Name: Bank of America, N.A., as Administrative Agent

DBA/AKA/TA:

Composed of:

Address (line 1): 100 N. Tryon Street

Address (line 2):

Address (line 3): Charlotte (City) North Carolina (State/Country) 28255 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[X] Other National Association(Bank)

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

[ ] Citizenship/State of Incorporation/Organization

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06/28/2000 ASCOTT 00000047 1657423

01 FC:481 40.00 OP
02 FC:482 25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (704) 373-8979

Name Allyson Grainger

Address (line 1) c/o McGuire, Woods, Battle & Boothe

Address (line 2) 100 N. Tryon St.

Address (line 3) Suite 2900

Address (line 4) Charlotte, NC 28202-4011

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 5

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			1,657,423		
			2,205,260		

Number of Properties

Enter the total number of properties involved. # 2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 65.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes [ ] No [ ]

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. Charges to deposit account are authorized, as indicated herein.

Allyson Grainger — Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, ORION POWER MIDWEST, L.P., a Delaware limited partnership (the "Assignor"), having its chief executive office at 2000 Cliff Mine Road, Suite 200, Pittsburgh, PA 15275, hereby assigns and grants to BANK OF AMERICA, N.A., as administrative agent (the "Administrative Agent"), with offices at 100 North Tryon Street, Charlotte, NC 28255 a security interest in (all of which are herein collectively referred to as the "PTO Collateral") (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (the "Marks"), in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses symbolized by the Marks and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Secured Obligations of the Assignor, as such term is defined in the Assignment and Security Agreement, dated as of April 28, 2000, among the Assignor, the Administrative Agent and the other parties thereto (as amended, supplemented or modified from time to time, the "Security Agreement"). Upon the satisfaction of the conditions set forth in Section 9.08 of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Administrative Agent an instrument in writing releasing the security interest in the PTO Collateral acquired under this Assignment.

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Administrative Agent for the benefit of the Secured Parties under the Security Agreement. The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provision of this Assignment is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 28th day of April, 2000.

ATTEST:

ORION POWER MIDWEST, L.P., as Assignor

By: Orion Power MidWest GP, Inc.
its general partner

~~Secretary~~ Vice President

[Corporate Seal]

By: Scott Helm
Title: Vice President

ATTEST:

BANK OF AMERICA, N.A., as
Administrative Agent

_____ Secretary

By_____
Title:

[Corporate Seal]

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IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 28th day of April, 2000.

ATTEST:

ORION POWER MIDWEST, L.P., as Assignor

By: Orion Power MidWest GP, Inc.
its general partner

_____
_____ Secretary

By:_____
Title:

[Corporate Seal]

ATTEST:

BANK OF AMERICA, N.A., as
Administrative Agent

_____
_____ Secretary

By Michael J. Nielsen
Title: SVP

[Corporate Seal]

STATE OF North Carolina

County OF Mecklenburg

The foregoing instrument was acknowledged before me this 28th day of April, 2000, by Scott Helm as Vice President of Orion Power MidWest GP, Inc., a Delaware corporation, on behalf of Orion Power MidWest, L.P., as its sole general partner.

My commission expires: 1/5/2002

Notarial Seal

"OFFICIAL SEAL"
Notary Public, North Carolina
County of Mecklenburg
Regina M. Lucas
My Commission Expires 1/5/2002

Regina M. Lucas
Notary Public

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SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

Serial No. or Registration No.	Country	Issue or Filing Date	Mark
1,657,423	United States	September 17, 1991	DUQRETE and Design
2,205,260	United States	November 24, 1998	DUQRETE