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10-22-2003



102580737

torney Docket Number: 250060.19

Mail Stop Assignments
COMMISSIONER FOR TRADEMARKS
P.O. Box 1450
Alexandria, VA 22313-1450

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Calpine Containers, Inc. 10-17-03
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: California
Additional name(s) of conveying part(ies) attached? Yes No

2. Name and address of receiving party(ies):
Union Bank of California, N.A.
200 Pringle Avenue, Suite 260
Walnut Creek, CA 94596
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State: _____
 Other: National Banking Association
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) and address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:
Execution Date: September 30, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.:
B. Trademark Registration No(s): 841442
847796
Additional numbers attached? Yes No

5. Mail correspondence to:
WINSTON & STRAWN LLP
333 S. Grand Avenue, 38th Floor
Los Angeles, CA 90071
Attn: Bryan Snyder, Paralegal

6. Number of applications and registrations involved: 2
7. Total estimated fee (37 CFR 3.41): \$65.00
8. Please charge the required fee to
Deposit Account Number: 50-1814

10/21/2003 DBYRNE 00000222 501814 841442

DO NOT USE THIS SPACE

01 FC:8521 40.00 DA
02 FC:8522 25.00 SA
Statement of Signatures.

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.

E. Bradley Gould (Reg. No. 41,792)
For: Allan A. Fanucci (Reg. No. 30,256)

Signature

Oct. 17, 2003

Date

Total number of pages including cover sheet:

6

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of September 30, 2003, is made by CALPINE CONTAINERS, INC., a California corporation ("Grantor"), in favor of UNION BANK OF CALIFORNIA, N.A. ("Bank").

RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith by and between Grantor and Bank (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Bank has agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantor.

B. In order to induce Bank to enter into the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement) and to induce Bank to extend the financial accommodations as provided for in the Loan Agreement, Grantor has agreed to execute and deliver to Bank this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Bank hereby agree as follows:

1. **Definitions.** Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Schedule A to the Loan Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein. In addition, the following capitalized terms shall have the following respective meanings:

"Copyright License" shall mean any and all rights now owned or hereafter acquired by Grantor under any written agreement granting any right to use any Copyright or Copyright registration.

"Copyrights" shall mean all of the following now owned or hereafter adopted or acquired by Grantor: (a) all copyrights and General Intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, and (b) all reissues, extensions or renewals thereof.

PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT

SF:72045.2

TRADEMARK
REEL: 002848 FRAME: 0173

“Patent License” shall mean rights under any written agreement now owned or hereafter acquired by Grantor granting any right with respect to any invention on which a Patent is in existence.

“Patents” shall mean all of the following now owned or hereafter adopted or acquired by Grantor: (a) all letters patent of the United States or of any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any territory thereof, or any other country, and (b) all reissues, continuations, continuations-in-part, divisions or extensions thereof.

“Trademark License” shall mean rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

“Trademarks” shall mean all of the following now owned or existing or hereafter adopted or acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and General Intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Bank a Lien upon all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, Grantor (including under any trade names, styles or derivations of Grantor), and whether owned by or consigned by or to, or leased from or to, Grantor, and regardless of where located (collectively, the **“Intellectual Property Collateral”**):

2.1 all of Grantor’s Patents and Patent Licenses to which it is a party, including those referred to in Part A to **Schedule I** hereto;

2.2 all of Grantor’s Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to **Schedule I** hereto;

2.3 all of Grantor’s Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to **Schedule I** hereto;

2.4 all Goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing; and

2.5 all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement of any Copyright or Copyright License, (C) past, present or future infringement or dilution of any Trademark or Trademark License, or (D) injury to the Goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.


3. **Loan Agreement.** The Liens granted pursuant to this Agreement are granted in conjunction with, and restate the Liens granted to Bank pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Liens granted under this Agreement are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

"Grantor"

CALPINE CONTAINERS, INC.

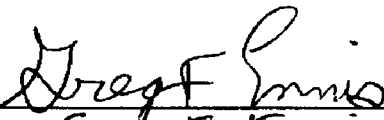
By: 
Name: James P. Paetz
Title: Vice President, CFO & Treasurer.

By: _____
Name: _____
Title: _____

Agreed to and Acknowledged by:

"Bank"

UNION BANK OF CALIFORNIA, N.A.

By: 
Name: Greg F Ennis
Title: Vice President

SCHEDULE I
to
**PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT**

(PART A)

PATENTS

NONE

(PART B)

TRADEMARKS

| Trademark | Registration Number | Filing Date |
|-------------------------|----------------------------|--------------------|
| Calpine | Registration #841442 | January 2, 1968 |
| Calpine Containers Logo | Registration #847796 | April 23, 1968 |

(PART C)

COPYRIGHTS

NONE