

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trigen Energy Corporation		06/28/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Thermal North America, Inc.		
Street Address:	500 Boylston St.		
Internal Address:	17th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116-3736		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1847891	T TRIGEN	
CORRESPONDENCE DATA			
Fax Number:	(414)297-4900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(414) 271-2400		
Email:	ptomailmilwaukee@foley.com		
Correspondent Name:	Walter E. Zimmerman		
Address Line 1:	Foley & Lardner LLP		
Address Line 2:	777 E. Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202-5306		
NAME OF SUBMITTER:	Jill M. Schenk		
Signature:	/Jill M. Schenk/		
Date:	05/03/2006		

OP \$40.00 1847891

Total Attachments: 3
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TRADEMARK ASSIGNMENT

This Trademark Assignment, dated as of June 29, 2005 (this "Assignment"), is entered into by and between Trigen Energy Corporation, a Delaware corporation ("Assignor"), and Thermal North America, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee entered into a Purchase and Sale Agreement, dated as of April 30, 2004, as amended on or about April 30, 2004 (the "Purchase Agreement");

WHEREAS, Assignor is the owner of certain trademark and service mark rights relating to the term TRIGEN, including the Trigen Marks as defined in Section 1.1 of the Purchase Agreement, U.S. Trademark No. 1,847,891, and all other related rights provided or obtained by operation of law (collectively referred to as the "Trademarks"), together with the goodwill of the business in which the Trademarks are used and of any business connected with the use of and symbolized by the Trademarks (collectively referred to as the "Associated Goodwill");

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the Trademarks, together with the Associated Goodwill; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, and Assignee has agreed to purchase, the Trademarks, together with the Associated Goodwill.

NOW, THEREFORE, in exchange for consideration provided to Assignor by Assignee, including pursuant to the Purchase Agreement, the value and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor has the right and authority to sell, assign and transfer the Trademarks, together with the Associated Goodwill, by and on behalf of its Affiliates, and free of any obligations to any third parties, on terms and conditions set forth in the Purchase Agreement and this Assignment.
2. Assignor hereby sells, assigns, conveys, delivers and irrevocably transfers to Assignee all right, title, and interest in and to the Trademarks, together with the Associated Goodwill.
3. Assignee hereby assumes and accepts all the right, title and interest in and to the Trademarks, together with the Associated Goodwill.
4. Assignee shall have sole and exclusive ownership of the Trademarks. Assignor (including its Affiliates) shall not use the Trademarks except as authorized in writing by Assignee.
5. The Trademarks are assigned hereunder "as is" without any warranties, express or implied. Without limitation of the foregoing, Assignor specifically does not warrant that the Trademarks will enable Assignee to obtain increased revenues from its use of the

Trademarks, that the Trademarks do not infringe the rights of any third parties, or that the Trademarks will not cause any loss, damage, or injury.

6. Assignor and Assignee each agree 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 substantiate either party's use and/or ownership of the Trademarks.

7. This Assignment shall bind and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. Nothing in this Assignment is intended to confer upon any other person except Assignor and Assignee any rights or remedies hereunder or shall create any third party beneficiary rights in any person.

9. This Assignment shall be governed and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflicts of law).

10. Assignee shall be entitled to record this Assignment (or a copy thereof) with the U.S. Patent and Trademark Office (and any other agency) as proof that Assignee is sole and exclusive owner of the Trademarks, including U.S. Trademark No. 1,847,891.

11. This Assignment may be executed in counterparts, 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, this Assignment has been signed by or on behalf of
duly authorized officers of Assignor and Assignee as of the day first written above.

ASSIGNOR:

TRIGEN ENERGY CORPORATION

By: *H.A. Schopman*
Name: Herman A Schopman
Title: Vice President

ASSIGNEE:

THERMAL NORTH AMERICA, INC.

By: *Megan Keller*
Name: Megan Keller
Title: vice-president