

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
Calpine Corporation		02/23/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Power Systems Mfg., LLC		
Street Address:	1440 W. Indiantown Rd., Suite 200		
City:	Jupiter		
State/Country:	FLORIDA		
Postal Code:	33458		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2804775	PSM	
Registration Number:	2862496	POWER SYSTEMS MFG., LLC	
CORRESPONDENCE DATA			
Fax Number:	(415)369-8737		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-369-7368		
Email:	trademark@thelen.com		
Correspondent Name:	Marlene J. Williams		
Address Line 1:	Thelen Reid Brown Raysman & Steiner LLP		
Address Line 2:	P.O. Box 190187		
Address Line 4:	San Francisco, CALIFORNIA 94119-0187		
ATTORNEY DOCKET NUMBER:	813256-226		
NAME OF SUBMITTER:	Marlene J. Williams		
Signature:	/Marlene J. Williams/		

CH \$65.00 2804775

Date:

03/20/2007

Total Attachments: 3

source=CALPINE Trademark Assignment#page1.tif

source=CALPINE Trademark Assignment#page2.tif

source=CALPINE Trademark Assignment#page3.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into on this 23rd day of February, 2007 by and between Calpine Corporation, a Delaware Corporation with a place of business at 50 West San Fernando Street San Jose, California 95113 ("Assignor"), and Power Systems Mfg., LLC, a Delaware limited liability company with a place of business at 1440 W. Indiantown Rd., Suite 200, Jupiter, FL 33458 ("Assignee"), with reference to the following:

A. Assignor is the sole owner of the common law trademarks and registrations listed in Exhibit A hereto (the "Marks");

B. Assignor wishes to assign and Assignee wishes to acquire the entire right, title and interest in and to the Marks.

NOW, THEREFORE, the parties agree as follows.

1. Assignment. For and in consideration of the sum of One Dollar (\$1.00), to it in hand paid by Assignee, and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, the entire right, title and interest in and to the Marks, and the goodwill of the business symbolized by the Marks, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

2. Further Assurances. Assignors will execute all instruments and documents of further assurance and will do any and all such acts as may be reasonably required to carry out its obligations and to consummate the transactions contemplated herein.

ASSIGNOR: CALPINE CORPORATION

By: [Signature]
Name: Robert E. Fishman
Title: Executive Vice President, Power Operations

State of California :

County of Santa Clara :

Before me this 23rd day of February, 2007 personally appeared Robert E. Fishman

_____, to me known to be the person who is described in and who executed the foregoing TRADEMARK ASSIGNMENT, and acknowledged to me that he executed the same of his own free will for the purpose therein expressed.



[Signature]
Notary Public

My commission to expire on May 23, 2008

(signature block continued on next page)

ASSIGNEE: POWER SYSTEMS MFG., LLC

By: Thomas E. Brew, Jr.
Name: Thomas E. Brew, Jr.
Title: Chief Operating Officer

State of Florida :

County of Palm Beach :

Before me this 26 day of Feb, 2007 personally appeared Thomas Brew

_____ to me known to be the person who is described in and who executed the foregoing TRADEMARK ASSIGNMENT, and acknowledged to me that he executed the same of his own free will for the purpose therein expressed.

Tracey Sullivan
Notary Public

My commission to expire on 7/26/09.



EXHIBIT A

<u>Trademark</u>	<u>Country</u>	<u>International Class</u>	<u>Registration Number</u>	<u>Declaration of Use Date</u>	<u>Renewal Date</u>
PSM & Design	United States	07	2,804,775	January 13, 2010	January 13, 2014
POWER SYSTEMS MFG., LLC & Design	United States	07, 42	2,862,496	July 13, 2010	July 13, 2014
PSM & Design	Canada	07 (equivalent)	636,191		March 29, 2020
POWER SYSTEMS MFG., LLC & Design	Canada	07, 42 (equivalent)	661,154		March 22, 2021
PSM & Design	European Community	07, 42	003058922		February 18, 2013
POWER SYSTEMS MFG., LLC & Design	European Community	07	003059029		February 18, 2013