

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PS Energy Group, Inc.		12/07/2007	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation		
<b>Street Address:</b>	120 Long Ridge Road		
<b>Internal Address:</b>	Attention: PS Energy Account Manager		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06927		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77008701	ETRAC	
<b>Serial Number:</b>	73597218	UFO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(816)421-0596		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	816-283-4627		
<b>Email:</b>	sherri.hahn@husch.com		
<b>Correspondent Name:</b>	Sherri Hahn		
<b>Address Line 1:</b>	1200 Main Street, Suite 2300		
<b>Address Line 4:</b>	Kansas City, MISSOURI 64105		
<b>ATTORNEY DOCKET NUMBER:</b>	7694-273		
<b>NAME OF SUBMITTER:</b>	Sherri Hahn		
<b>Signature:</b>	/sherri hahn/		

OP \$65.00 77008701

Date:

12/12/2007

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 7, 2007, by PS ENERGY GROUP, INC., a Georgia corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (as defined in the Loan Agreement) (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of the Grantor; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security 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 hereby agrees as follows:

1. DEFINED TERMS. As used herein, the term "Trademark License" means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark or Trademark registration. As used herein, the term "Trademarks" means all of the following now owned or hereafter adopted or acquired by Grantor: (i) 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 all 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, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing. All capitalized terms used but not otherwise defined herein (including the preamble and the recitals to this Trademark Security Agreement) shall have the meanings given such terms in Schedule A of the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, extensions or renewals of its Trademarks and Trademark Licenses to which it is a party;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.


3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby 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.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, which shall, collectively and separately, constitute one agreement.

**[Remainder of Page Intentionally Blank]**

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**PS ENERGY GROUP, INC.**, a Georgia corporation

By:   
Name: Livia Whisenhunt  
Title: President

ACKNOWLEDGMENT OF GRANTOR:

STATE OF Georgia )  
  ) ss.  
COUNTY OF Cobb )

On this 27<sup>th</sup> day of November, 2007, before me personally appeared Livia Whisenhunt, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PS ENERGY GROUP, INC., a Georgia corporation, who being by me duly sworn did depose and say that she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that she acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public

My Commission Expires:



ACCEPTED AND ACKNOWLEDGED  
BY:

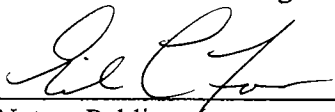
**GENERAL ELECTRIC CAPITAL  
CORPORATION**, a Delaware corporation,  
as Agent

By:   
Name: Matthew A. Toth, III  
Title: Authorized Signatory

ACKNOWLEDGMENT OF AGENT:

STATE OF Connecticut )  
COUNTY OF Fairfield ) ss.

On this 6<sup>th</sup> day of December, 2007, before me personally appeared Matthew A. Toth, III, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public

My Commission Expires:

NOTARY PUBLIC  
STATE OF CONNECTICUT  
COMMISSION EXPIRES

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

COUNTRY	MARK	FILE DATE	APPL/SERIAL NO.
United States	ETRAC	September 27, 2006	77/008,701
United States	UFO	May 6, 1986	73/597,218
United States	PS Energy	Pending	Pending

TRADEMARK APPLICATIONS

None.