

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
Constellation Energy Group, Inc.		02/04/2010	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	Baltimore Gas and Electric Company
Street Address:	2 Center Plaza
Internal Address:	110 West Fayette Street
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21201
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1964556	BGE
Registration Number:	3583828	BGE SMART ENERGY SAVERS PROGRAM
Registration Number:	3616531	BGE SMART ENERGY SAVERS PROGRAM
Registration Number:	2592183	DSWEB
Registration Number:	2906940	EIM
Registration Number:	3581409	WE'RE ON IT
Serial Number:	77373305	BGE
Serial Number:	77373320	BGE
Serial Number:	77083471	BGE SMART ENERGY SAVERS PROGRAMS
Serial Number:	77083464	BGE SMART ENERGY SAVERS PROGRAMS
Serial Number:	77822004	BGE SMART ENERGY PRICING
Serial Number:	77776800	REWARDING NEWS
Serial Number:	77321049	WE'RE ON IT

OP \$340.00 1964556

CORRESPONDENCE DATA

Fax Number: (410)223-3483
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 410-347-8700
Email: dlynch@wtplaw.com
Correspondent Name: Dana O. Lynch
Address Line 1: Seven Saint Paul Street
Address Line 4: Baltimore, MARYLAND 21202

ATTORNEY DOCKET NUMBER:	010807-2
NAME OF SUBMITTER:	Dana O. Lynch
Signature:	/dana o. lynch/
Date:	02/04/2010

Total Attachments: 7
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ASSIGNMENT OF SERVICE MARKS

THIS ASSIGNMENT OF SERVICE MARKS (this “Assignment”) is executed under seal by and between Constellation Energy Group, Inc., a Maryland corporation (the “Assignor”) and Baltimore Gas and Electric Company, a Maryland corporation (the “Assignee”).

Recitals

WHEREAS, the Assignor is the owner of record of certain marks set forth on Schedule A, which are currently registered or pending with the United States Patent and Trademark Office, and is also the owner of certain common law marks, corporate names, trade names, and domain names that are also set forth on Schedule A (collectively, the “Marks”);

WHEREAS, the Assignee is a wholly-owned subsidiary of Assignor, and the Assignee has used the Marks with the permission of Assignor;

WHEREAS, pursuant to the Order No. 82986 issued by the Public Service Commission of Maryland on October 30, 2009, the Assignee must maintain a separate name from the Assignor and not use the trademarks, service marks or other intellectual property of Assignor;

WHEREAS, in accordance with the Order, Assignee desires to acquire any and all rights that Assignor has in and to the Marks, and any registrations and pending applications therefor, together with the goodwill of the business symbolized by the Marks, along with the right to recover for damages and profits for past infringements thereof; and

WHEREAS, with respect to any pending intent-to-use applications listed on Schedule A, the Assignee is a successor to the portion of the Assignor’s business to which such marks pertain pursuant to 15 U.S.C. § 1060.

Agreement

NOW THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee all right, title, and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and any registrations and pending applications therefor, along with the right to recover for damages and profits for past infringements thereof.
2. Reservation of Rights in the BGE Home Marks. Assignor reserves any and all right, title and interest in and to the marks listed on Schedule B (“BGE Home Marks”), some of which are the subject of an Exclusive Service Marks License Agreement between the Assignor and BGE Home Products & Services, Inc. (“Exclusive BGE Home Marks”). Assignee acknowledges and agrees that the BGE Home Marks and Exclusive BGE Home Marks are not being acquired under this Assignment.
3. Use of Respective Marks/License. Effective as of the Effective Date, and subject to the terms and conditions set forth in this Assignment, Assignee hereby grants to Assignor a royalty-free, non-exclusive, and non-transferable right to use the BALTIMORE GAS AND ELECTRIC COMPANY mark, the BGE mark and the BGE [and design] logo (the “Licensed Marks”) in connection with Assignor’s business. Upon Assignor’s request and approval of Assignee, Assignor may use additional marks of Assignee pursuant to the license granted herein, and such marks shall automatically be incorporated into the

definition of "Licensed Marks." Assignor agrees that its use of the Licensed Marks shall inure to the benefit of Assignee. Assignor shall use the Licensed Marks only in connection with its goods and services, which meet any standards, specifications and/or qualities as established by Assignee in its commercially reasonable discretion from time to time. In addition, upon request of Assignee, Assignor shall submit samples of its uses of the Licensed Marks to Assignee for review. Unless otherwise permitted by Assignor, the Assignee shall not use "BGE HOME" in any form. Assignor consents to and shall not oppose, attempt to oppose, cancel, attempt to cancel, object to, or otherwise interfere with, or authorize others to do so, Assignee's or any licensee's use and registration of BGE in any form in accordance with the terms of this Assignment. Assignee consents to and shall not oppose, attempt to oppose, cancel, attempt to cancel, object to, or otherwise interfere with, or authorize others to do so, Assignor's or any licensee's use and registration of BGE HOME in any form in accordance with the terms of this Assignment.

4. Further Assurances. The parties agree to take further actions and execute any further agreements necessary to carry out the intent of this Assignment. The parties agree to take reasonable steps to avoid actual confusion or likelihood of confusion between their respective uses of their marks in commerce.

5. Miscellaneous. Except as permitted in Section 3, no modification hereof is effective unless such modification is written and signed by authorized representatives of both parties. If for any reason any provision of this Assignment shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable, the validity, legality and enforceability of the remainder of this Assignment shall not be affected, and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law. This Assignment shall be binding and inure to the benefit of the parties and their owners, partners, shareholders, members, directors, officers, employees, agents, heirs, executors, administrators, successors, predecessors, privies, assigns, affiliates, attorneys and other representatives. This Assignment may be executed in two or more counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement. Executed copies of this Assignment may be delivered by facsimile transmission or other comparable electronic means. This Assignment, including the recitals and schedules, constitutes the entire agreement between the parties relating to the subject matter of this Assignment. The undersigned agree that they have the express authority of the respective party they represent to enter into and execute this Assignment and bind the respective party thereby.

[Signature page follows.]

Execution Version

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment under seal by their duly authorized representatives on February 4, 2010 (the "Effective Date").

WITNESS: CONSTELLATION ENERGY GROUP, INC.

[Signature]
Name: Sean J. Klein

By: [Signature] (SEAL)
Name: Charles A. Berardesco
Title: Senior Vice President and General Counsel

STATE OF Maryland, COUNTY OF Baltimore, TO WIT:

On this 4th day of February, 2010, before me appeared Charles A. Berardesco, being duly authorized, who signed this Assignment on behalf of Constellation Energy Group, Inc.

[Signature]
NOTARY PUBLIC
My Commission Expires: 10/14/2011

WITNESS: BALTIMORE GAS AND ELECTRIC COMPANY

[Signature]
Name: Sean J. Klein

By: [Signature] (SEAL)
Name: Kenneth W. DeFuria
Title: President and Chief Executive Officer


STATE OF Maryland, COUNTY OF Baltimore, TO WIT:

On this 4th day of February, 2010, before me appeared Kenneth W. DeFuria, being duly authorized, who signed this Assignment on behalf of Baltimore Gas and Electric Company.


[Signature]
NOTARY PUBLIC
My Commission Expires: 10/14/2011

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SCHEDULE AREGISTERED MARKS

MARK	CLASSES	REGISTRATION NO.	REGISTRATION DATE
BGE [and design]: 	39, 42	1964556	March 26, 1996
BGE SMART ENERGY SAVERS PROGRAM	35	3583828	March 3, 2009
BGE SMART ENERGY SAVERS PROGRAM	42	3616531	May 5, 2009
DSWEB	35	2592183	July 9, 2002
EIM	35	2906940	November 30, 2004
WE'RE ON IT	35	3581409	February 24, 2009

PENDING MARKS

MARK	CLASSES	SERIAL NO.	FILING DATE
BGE	35, 39, 40, 42, 45	77373305	January 16, 2008
BGE [and design]: 	35, 39, 40, 42, 45	77373320	January 16, 2008
BGE SMART ENERGY SAVERS PROGRAMS	9	77083471	January 16, 2007
BGE SMART ENERGY SAVERS PROGRAMS	9	77083464	January 16, 2007
BGE SMART ENERGY PRICING	36	77822004	September 8, 2009
REWARDING NEWS	41	77776800	July 8, 2009
WE'RE ON IT	35, 39, 40	77321049	November 5, 2007

COMMON LAW MARKS

BALTIMORE GAS AND ELECTRIC COMPANY
ESTAMOS A SU SERVICIO
PEAKREWARDS

CORPORATE NAMES/TRADE NAMES

Baltimore Gas and Electric Company
BGE

DOMAIN NAMES


baltimoreelectric.com
baltimoregas.com
bge.biz

SCHEDULE A (continued)

DOMAIN NAMES (continued)

bge.com
bgeblog.com
bgecorp.com
bgecorp.net
bgecorp.org
bgecorp.us
bgecorporation.com
bgeinfo.com
bgeinfo.info
bgenet.com
bgeresidential.com
bgesmartenergy.com
mybgecorp.com

SCHEDULE BEXCLUSIVE BGE HOME MARKSREGISTERED MARKS




MARK	CLASSES	REGISTRATION NO.	REGISTRATION DATE
BGE HOME	35, 37, 39	2569242	May 14, 2002
BGE HOME FOR YOUR BUSINESS	35, 37	3481207	August 5, 2008
BGE HOME IT'S WHAT WE DO [and design]: 	35, 37, 39	2596900	July 23, 2002

COMMON LAW MARK





BGE HOME FOR YOUR BUSINESS [and design]:

BGE HOME
*For Your Business*SM

BGE HOME MARKSREGISTERED MARKS

MARK	CLASSES	REGISTRATION NO.	REGISTRATION DATE
AS IMPORTANT AS YOUR NEXT BREATH	37	2942505	April 19, 2005
COMFORT CONNECTIONS	35, 36, 37	2884802	September 14, 2004
COMFORT CONNECTIONS [and design]: 	35, 36, 37	3724532	December 15, 2009
COMFORT SOURCE	37	2978413	July 26, 2005
HOMESOURCE	35, 37, 39	2889595	September 28, 2004
HOMESOURCE [and design]: 	35, 37, 39	2882256	September 7, 2004
LIFE LINK	9, 45	2960107	June 7, 2005
SMART SERVICE	35, 36, 37	3663959	August 4, 2009
SMART SERVICE [and design]: 	35, 36, 37	3639500	June 16, 2009
SURGE GUARD	42	2674902	January 14, 2003

SCHEDULE B (continued)PENDING MARKS

MARK	CLASSES	SERIAL NO.	FILING DATE
SELECT SERVICE [and design]: 	35	77387698	February 4, 2008
SELECT SERVICE [and design]: 	36	77387703	February 4, 2008
SELECT SERVICE [and design]: 	37	77387707	February 4, 2008
SURGE GUARD [and design]: 	42	77609771	November 7, 2008

COMMON LAW MARK

RED DOOR PREMIER HOME SERVICES FROM BGE HOME [and design]:

CORPORATE NAMES/TRADE NAMES

BGE Home
BGE Home Products & Services, Inc.

DOMAIN NAMES

bgehome.biz
bgehome.com (registered by BGE Home Products and Services, Inc.)
bgehome.info
bgehome.mobi (registered by BGE Home Products and Services, Inc.)
bgehome.net (registered by BGE Home Products and Services, Inc.)
bgehome.org (registered by BGE Home Products and Services, Inc.)
bgehome.tel (registered by BGE Home Products and Services, Inc.)
bgehome.us (registered by BGE Home Products and Services, Inc.)
bgehome-naturalgas.com (registered by BGE Home Products and Services, Inc.)
bgehome-naturalgas.net (registered by BGE Home Products and Services, Inc.)