

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Calpine Corporation		12/10/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Credit Partners L.P.		
Street Address:	30 Hudson Street		
Internal Address:	17th Floor		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07302		
Entity Type:	LIMITED PARTNERSHIP: NEW JERSEY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2781097		
Registration Number:	2751748	CALPINE	
Registration Number:	3098433	REPOWERING AMERICA	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-701-3345		
Email:	steven.kovalan@thomsonreuters.com		
Correspondent Name:	James P. Murphy - Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Steven Kovalan		
Signature:	/Steven Kovalan/		

OP \$90.00 2781097

900178578

**TRADEMARK
 REEL: 004432 FRAME: 0209**

Date:

12/13/2010

Total Attachments: 5

source=Grant of Security Interest in United States Trademarks#page1.tif

source=Grant of Security Interest in United States Trademarks#page2.tif

source=Grant of Security Interest in United States Trademarks#page3.tif

source=Grant of Security Interest in United States Trademarks#page4.tif

source=Grant of Security Interest in United States Trademarks#page5.tif

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

December 10, 2010

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Calpine Corporation, a Delaware corporation (the "Grantor"), hereby grants to Goldman Sachs Credit Partners, L.P., as Collateral Agent, (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Guarantee and Collateral Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Amended and Restated Guarantee and Collateral Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of January 31, 2008 and as amended and restated as of December 10, 2010 (as further amended, modified, restated and/or supplemented from time to time, the "Guarantee and Collateral Agreement"). Upon the occurrence of the Secured Debt Termination Date (as defined in the Guarantee and Collateral Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

[Calpine- Trademark Security Agreement]

**TRADEMARK
REEL: 004432 FRAME: 0211**

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Guarantee and Collateral Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

This agreement and the rights and obligations of the parties under this agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

This agreement may be executed by one or more of the parties to this agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this agreement by facsimile or email transmission shall be effective as delivery of a manually executed counterpart hereof.


[Remainder of this page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
date first written above.

CALPINE CORPORATION, as Grantor


By: 
Name: Zamir Rauf
Title: Chief Financial Officer

GOLDMAN SACHS CREDIT PARTNERS, L.P.,
as Collateral Agent and Grantee

By: 
Name: Alexis Magad
Title: Authorized Signatory

[Calpine- Trademark Security Agreement]

SCHEDULE A

Trademark	Registration Number	Registration Date
C and Design 	2781097	11-Nov-2003
CALPINE	2751748	19-Aug-2003
REPOWERING AMERICA	3098433	30-May-2006