

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
PS Energy Group, Inc.		09/28/2012	CORPORATION: GEORGIA

RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation
Street Address:	800 Long Ridge Road
Internal Address:	Attn: PS Energy Account Manager
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06927
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	3466602	PS ENERGY GROUP INC
Registration Number:	3788002	ETRAC-TM
Registration Number:	3815249	ETRAC-TS
Registration Number:	3899073	ETRAC-AVL
Registration Number:	4092277	ETRAC-ST

CORRESPONDENCE DATA	
Fax Number:	8169838080
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	816-329-4756
Email:	patricia.toalson@huschblackwell.com
Correspondent Name:	Patricia Toalson
Address Line 1:	4801 Main Street, Suite 1000
Address Line 2:	Husch Blackwell LLP
Address Line 4:	Kansas City, MISSOURI 64112

OP \$140.00 3466602

TRADEMARK

ATTORNEY DOCKET NUMBER:	407694.273
NAME OF SUBMITTER:	Patricia Toalson
Signature:	/Patricia Toalson/
Date:	10/02/2012
Total Attachments: 4 source=PS Energy-1st amdmt TrademarkSecAgmt#page1.tif source=PS Energy-1st amdmt TrademarkSecAgmt#page2.tif source=PS Energy-1st amdmt TrademarkSecAgmt#page3.tif source=PS Energy-1st amdmt TrademarkSecAgmt#page4.tif	

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (“Amendment”), dated as of September 28, 2012, is entered into 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”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 7, 2007, by and among Grantor, Agent, and the persons signatory thereto from time to time as Lenders (as amended, the “Credit Agreement”), Grantor executed that certain Trademark Security Agreement in favor of Agent dated as of December 7, 2007 (“Trademark Agreement”);

WHEREAS, pursuant to that certain Fifth Amendment to Credit Agreement dated as of the date hereof by and among Grantor, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “CA Amendment”), Lenders have agreed to extend the term of the Loans subject to certain conditions, including, without limitation, the execution and delivery of this Amendment;

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. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. AMENDMENT TO TRADEMARK SECURITY AGREEMENT.

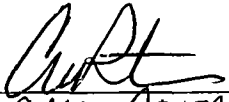
(a) The term “Loan Agreement” shall mean that certain Credit Agreement, dated as of December 7, 2007, among Grantor, the other Credit Parties party thereto from time to time, Agent, and the Lenders party thereto from time to time, as amended by that certain First Amendment to Credit Agreement dated as of May 8, 2008, that certain Waiver and Second Amendment to Credit Agreement, dated as of June 6, 2008, that certain Third Amendment to Credit Agreement dated as of October 20, 2008, that certain Waiver and Fourth Amendment to Credit Agreement dated as of June 24, 2011, and that certain Fifth Amendment to Credit Agreement dated as of the date hereof (as further amended, supplemented, restated or otherwise modified from time to time).

(b) Schedule I to the Trademark Agreement is hereby deleted and replaced with the revised Schedule I attached hereto.

3. Miscellaneous. Except to the extent specifically amended herein or in any of the documents, instruments, or agreements delivered in connection herewith, all terms and provisions of the Trademark Agreement hereby are ratified and reaffirmed and shall remain in full force and effect in accordance with the respective terms thereof. This Amendment may be executed in one or more counterparts, and by different parties on different counterparts. All such counterparts shall be deemed to be original documents and together shall constitute one and the same agreement. A signature of a party delivered by facsimile or other electronic transmission shall be deemed to be an original signature of such party.

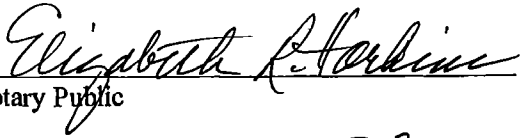
ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation,
as Agent

By: 
Name: CARL PETERSON
Title: AUTHORIZED SIGNATORY

STATE OF Connecticut
COUNTY OF Fairfield) ss.

On this 26 day of September, 2012, before me personally appeared Carl Peterson, 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: 5-3-2017

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

COUNTRY	MARK	FILE DATE	APPL/REGISTRATION No.
United States	ETRAC	September 27, 2006	77/008,701 3267480
United States	UFO	May 6, 1986	73/597,218 1423551
United States	PS ENERGY GROUP, INC. & DESIGN	November 9, 2007	77/325,739 3466602
United States	ETRAC-TM	July 2, 2008	77/513,192 3788002
United States	ETRAC-TS	December 11, 2008	77/631,161 3815249
United States	ETRAC-AVL	February 16, 2010	77/937,050 3899073
United States	ETRAC-ST	March 3, 2011	85/256,483 4092277

TRADEMARK APPLICATIONS

None.