

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379060

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Succession of Agency		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank Credit Partners L.P.		03/31/2016	Limited Partnership: NEW JERSEY
RECEIVING PARTY DATA			
Name:	MUFG UNION BANK, N.A., AS COLLATERAL AGENT		
Street Address:	350 California Street, 11th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	ASSOCIATION: UNITED STATES		
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:	8668265420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	301-638-0511		
Email:	penelope@ipresearchplus.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue, Ste 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	COS1-40971(86999-TM-2)		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
SIGNATURE:	/pja/		
DATE SIGNED:	04/01/2016		
Total Attachments: 4			
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**NOTICE OF SUCCESSION OF AGENCY
REEL/FRAME 4432/0209**

This NOTICE OF SUCCESSION OF AGENCY (this “Notice”), dated as of March 31, 2016 (the “Effective Date”), is executed by GOLDMAN SACHS CREDIT PARTNERS L.P., in its capacity as Collateral Agent (the “Prior Agent”), and MUFU UNION BANK, N.A., in its capacity as successor Collateral Agent (the “Successor Agent”).

WHEREAS, pursuant to that certain Amended and Restated Guarantee and Collateral Agreement, dated as of January 31, 2008 and amended and restated as of December 10, 2010 (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Calpine Corporation (the “Borrower”) and the Prior Agent, the Borrower and the Prior Agent entered into that certain Grant of Security Interest in United States Trademarks, dated as of December 10, 2010 (the “Trademark Security Agreement”), pursuant to which the Borrower granted, assigned and pledged to the Prior Agent a security interest in and to certain collateral;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 13, 2010 at Reel/Frame 4432/0209, with respect to the Trademarks identified on Schedule A attached hereto;

WHEREAS, the Existing Credit Agreement was amended as of February 8, 2016 (such amendment, “Amendment No. 3”), and in connection with the transactions contemplated by Amendment No. 3, the Prior Agent, the Successor Agent, Borrower and certain other parties have entered into that certain Successor Agent Agreement, dated as of March 31, 2016 (the “Successor Agreement”), whereby the Prior Agent resigned as Collateral Agent and is succeeded to and replaced by the Successor Agent as successor Collateral Agent;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Collateral Agreement.

2. Succession and Replacement of Agency. Pursuant to the terms and conditions set forth in Amendment No. 3 and the Successor Agreement, the Prior Agent has ceased to be Collateral Agent in such capacity and is succeeded to and replaced by the Successor Agent as Collateral Agent in such capacity. Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interest in the collateral originally granted to the Prior Agent under the Trademark Security Agreement, which security interest is now succeeded by and transferred to the Successor Agent.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Notice effective as of the Effective
Date:

GOLDMAN SACHS CREDIT PARTNERS
L.P., as the Prior Agent

By: 

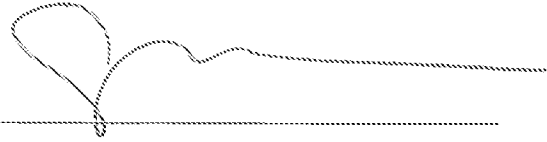
Name:

Douglas Tansey
Authorized Signatory

Title:

MUFG UNION BANK, N.A., as the Successor
Agent

By: _____



Name:

Sonia N. Flores

Title:

Vice President

SCHEDULE A

Trademark	Registration No.	Registration Date
C and Design	2781097	11/11/2003
CALPINE	2751748	08/19/2003
REPOWERING AMERICA	3098433	05/30/2006