

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536194

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Calpine Corporation		08/12/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MUFG Union Bank, N.A.		
Street Address:	350 California St.		
Internal Address:	11th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5751730	CALPINE ENERGY SOLUTIONS	
Registration Number:	5751731	C CALPINE ENERGY SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	878427-10		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	08/12/2019		
Total Attachments: 5			
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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

August 12, 2019

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Calpine Corporation, a Delaware corporation (the "Grantor") hereby grants to MUFG Union Bank, N.A., 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.

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.

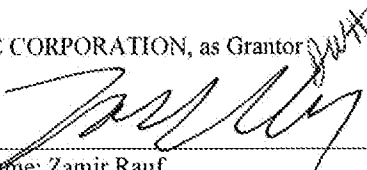
This agreement may be executed by one or more of the parties to this agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this agreement by facsimile or email 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: Executive Vice President and Chief Financial Officer

[Calpine – Trademark Security Agreement]

TRADEMARK
REEL: 006717 FRAME: 0736

MUFG UNION BANK, N.A.,
as Collateral Agent and Grantee

By:

Name:

Title:


Sonia N. Flores

Vice President

[Calpine - Trademark Security Agreement]

TRADEMARK
REEL: 006717 FRAME: 0737

SCHEDULE A

Trademark	Registration Number	Registration Date
CALPINE ENERGY SOLUTIONS	5751730	14-May-2019
CALPINE ENERGY SOLUTIONS & Design 	5751731	14-May-2019