

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
Stream Gas & Electric, Ltd.		09/19/2005	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Highpoint Partners (Growth) Ltd.		
Street Address:	8409 Pickwick Lane, No. 379		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225-5323		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78728783	STREAM ENERGY	
Serial Number:	78728771		
CORRESPONDENCE DATA			
Fax Number:	(214)969-4343		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2149694214		
Email:	trademarkdallas@akingump.com		
Correspondent Name:	John Cone Akin Gump Strauss Hauer & Feld		
Address Line 1:	P.O. Box 688		
Address Line 4:	Dallas, TEXAS 75313-0688		
ATTORNEY DOCKET NUMBER:	681821-0001		
NAME OF SUBMITTER:	John M. Cone		
Signature:	/johnmcone/		

CH \$65.00 78728783

Date:

03/22/2006

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*"), effective as of September 19, 2005, is made by and between Stream Gas & Electric, Ltd., a Texas limited partnership ("*Debtor*"), in favor of HIGHPOINT PARTNERS(GROWTH) LTD., a Texas limited partnership ("*Secured Party*").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Loan Agreement, dated as of the date hereof, by and among Debtor and the Secured Party (the "*Loan Agreement*"), Secured Party has agreed to provide, among other things, a revolving loan facility of up to Ten Million Dollars (\$10,000,000); and

WHEREAS, Secured Party is willing to make the loans, as provided for in the Loan Agreement, but only upon the condition, among others, that Debtor shall have granted a perfected security interest in the Collateral (as defined in that certain Security Agreement, dated as of the date hereof, including all annexes, exhibits and schedules thereto and as from time to time amended, restated, supplemented or otherwise modified (the "*Security Agreement*").

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Debtor hereby agrees as follows (all capitalized terms used but not otherwise defined herein have the respective meanings ascribed to such terms in the Security Agreement):

1. Grant Of Security Interest In Trademark Collateral. To secure the repayment of the Debtor's Obligations under the Loan Agreement, Debtor hereby grants to Secured Party, a continuing first priority security interest in all of Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "*Trademark Collateral*"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, continuations, continuations-in-part, extensions or renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future: (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, and (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

2. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Party, pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. Authorization to Supplement. Grantors hereby authorize Secured Party unilaterally to modify this Agreement by amending Schedule 1 to include any trademarks, registrations, or applications therefor (including, without limitation, extensions or renewals) which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule 1.

4. Covenants. Debtor agrees: (i) that it will comply in all material respects with all of the covenants, terms and provisions of this Trademark Security Agreement, the Security Agreement and the Loan Agreement and (ii) that it will promptly give Secured Party written notice of the occurrence of any event that could reasonably be expected to have a material adverse effect on any of the Trademarks and the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which Debtor is a licensee.

5. Termination. This Trademark Security Agreement shall automatically terminate upon the indefeasible payment in full of the Debtor's obligations under the Loan Agreement.

6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

DEBTOR:

STREAM GAS & ELECTRIC, LTD.

By: SGE Management, LLC

Its: ~~General Partner~~

By: 

Name: Robert L. Snyder

Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

HIGHPOINT PARTNERS (GROWTH), LTD.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

DEBTOR:

STREAM GAS & ELECTRIC, LTD.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

HIGHPOINT PARTNERS (GROWTH), LTD.

By: Richard and Roberta Snyder Management Trust,
its sole General Partner

By: Richard W. Snyder
Name: Richard W. Snyder
Title: Trustee

By: Roberta M. Snyder
Name: Roberta M. Snyder
Title: Trustee

SCHEDULE 1

<u>Trademark/Service Mark</u>	<u>Registration/Application No.</u>	<u>Registration/Filing Date</u>	<u>Expiration Date</u>
"It's Okay to Switch, Really"	800555243	10/10/2005	10/10/2015
"It's Okay to Switch, Really" (Design)	800555241	10/10/2005	10/10/2015
Stream Energy	78/728,783	10/07/2005	N/A
Stream Energy (Design)	78/728,771	10/07/2005	N/A