

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
CORNERSTONE ENERGY, INC.		05/18/2006	CORPORATION: NEBRASKA
<b>RECEIVING PARTY DATA</b>			
Name:	CONSTELLATION ENERGY COMMODITIES GROUP, INC.		
Street Address:	111 Market Street		
Internal Address:	Suite 500		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
Property Type	Number	Word Mark	
Serial Number:	78156293	CORNERSTONE ENERGY	
Serial Number:	78497405	CORNERSTONE ENERGY	
Serial Number:	78653385	MANAGED PROCUREMENT FUND	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(713)222-3291		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713-221-3306		
Email:	constance.rhebergen@bracewellgiuliani.com		
Correspondent Name:	Constance G. Rhebergen		
Address Line 1:	711 Louisiana		
Address Line 2:	Suite 2300		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	013916.042		
NAME OF SUBMITTER:	Constance G. Rhebergen		

CH \$90.00 78156293

Signature:	/cgr/
Date:	05/23/2006
<b>Total Attachments: 6</b> source=TM SECURITY AGMT#page1.tif source=TM SECURITY AGMT#page2.tif source=TM SECURITY AGMT#page3.tif source=TM SECURITY AGMT#page4.tif source=TM SECURITY AGMT#page5.tif source=TM SECURITY AGMT#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of May 18, 2006 ("Agreement"), is between Constellation Energy Commodities Group, Inc. ("Secured Party"), and Cornerstone Energy, Inc. ("Debtor" and with Secured Party, the "Parties").

### INTRODUCTION

Secured Party and Debtor are parties to the Security Agreement dated as of May 18, 2006 (as amended, supplemented, or otherwise modified from time to time, the "Security Agreement"), under which Debtor has granted to Secured Party a security interest in all right, title, and interest of the Debtor in and to (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs, and general intangibles of like nature, all prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto, together with all extensions or renewals thereof, and the goodwill of the business symbolized by any of the foregoing ("Trademarks"), (b) all trademark licenses or other agreements, whether written or oral, providing for the grant by or to Debtor of any right to use any Trademark, including, without limitation, the trademark licenses listed on Schedule A attached hereto, and the goodwill of the business symbolized by any of the foregoing ("Trademark Licenses"), and (c) all products and proceeds of the foregoing, including, without limitation, any claims by the Debtor against third parties for infringement thereof, or for injury to the goodwill associated with any of the foregoing, and all income, royalties, damages, and payments now or hereafter due or payable with respect to any of the foregoing (the Trademarks, Trademark Licenses, and such products and proceeds being collectively the "Trademark Collateral").

Therefore, in consideration of the foregoing and for other good and valuable consideration received, the Parties hereby agree as follows:

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. Debtor hereby grants to Secured Party, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral to secure the payment and performance of the Secured Obligations.

3. Ownership. Debtor has good and indefeasible title to the Trademark Collateral free from any Liens, and any licenses and covenants by Debtor not to sue third persons, other than Permitted Liens. No effective recorded interest, financing statement, or similar recording or filing covering any part of the Trademark Collateral is on file in any governmental office, except with respect to Permitted Liens.

4. Further Assurances. Debtor agrees to execute and deliver such further agreements, instruments, and documents, and to perform such further acts, as Secured Party shall reasonably request from time to time in order to carry out the purpose of this Agreement and agreements set forth herein.

5. Warranties and Representations. Debtor warrants and represents to Secured Party that:

(i) No Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction, nor has any such Trademark been cancelled in whole or in part, and each such Trademark is presently subsisting;

(ii) Debtor has no notice of any suits or actions commenced or threatened with reference to any Trademark or Trademark License; and

(iii) Debtor has the unqualified right to execute and deliver this Agreement and perform its terms.

6. Duties of Debtor. Debtor shall (i) file and prosecute diligently any material trademark applications pending as of the date hereof or hereafter, (ii) preserve and maintain all rights in the Trademark Collateral, as reasonably deemed appropriate by Debtor, and (iii) ensure that all of its Trademarks and Trademark Licenses are and remain enforceable.

7. Restrictions on Future Agreements. Debtor agrees that until the Secured Obligations shall have been satisfied in full and the Security Agreement shall have been terminated, Debtor shall not, without the prior written consent of Secured Party, (i) sell or assign its interest in, or grant any license under, any Trademark, or enter into any other agreement with respect to any Trademark, (ii) amend, modify, terminate, or waive any provision of any Trademark License, or (iii) take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Secured Party under this Agreement.

8. New Trademarks or Trademark Licenses. If, before the Secured Obligations shall have been satisfied in full or before the Security Agreement has been terminated, Debtor shall (i) become aware of any existing Trademarks or Trademark Licenses of which Debtor has not previously informed Secured Party, or (ii) become entitled to the benefit of any Trademarks or Trademark Licenses, which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and Debtor shall give to Secured Party prompt written notice thereof. Debtor hereby authorizes Secured Party to modify this Agreement by amending Schedule A to include any such Trademarks or Trademark Licenses.

9. Secured Party's Right to Sue. After an Event of Default, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and Trademark Licenses and, if Secured Party shall commence any such suit, Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement and Debtor shall promptly, upon demand, reimburse and indemnify Secured Party for all costs and expenses incurred by Secured Party in the exercise of its rights under this Section 9.

10. Cumulative Remedies; Power of Attorney. Secured Party hereby acknowledges and affirms that the rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Security Agreement, or by any other agreements, or by law shall be cumulative and may be exercised singularly or concurrently. Debtor hereby authorizes Secured Party upon the occurrence of an Event of Default, to make, constitute, and appoint any officer or agent of Secured Party as Secured Party may select, in its sole discretion, as Debtor's true and lawful attorney-in-fact, with power to (i) endorse Debtor's name on all applications, documents, papers, and instruments necessary or desirable for Secured Party in the use of the Trademark Collateral, (ii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, (iii) assign, pledge, convey, or otherwise transfer title in, or dispose of, the Trademark Collateral to anyone, or (iv) take any other actions with respect to the Trademark Collateral as Secured Party deems to be in the best interest of Secured Party. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Secured Obligations shall have been paid in full and the Security Agreement has been terminated. Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Secured Party under the Security Agreement but rather is intended to facilitate the exercise of such rights and remedies. Secured Party shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York.

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#1940199

IN WITNESS WHEREOF, Debtor has duly executed this Agreement as of the date first written above.

**CORNERSTONE ENERGY, INC.**

By: Bret J. Keller  
Name: BRET KELLER  
Title: PRESIDENT & CEO

Agreed and Accepted  
As of the Date First Written Above

**CONSTELLATION ENERGY  
COMMODITIES GROUP, INC.,**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

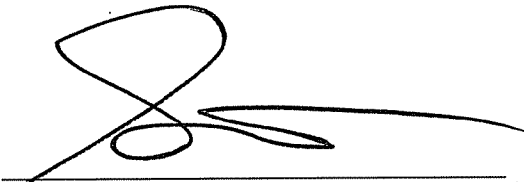
IN WITNESS WHEREOF, Debtor has duly executed this Agreement as of the date first written above.

**CORNERSTONE ENERGY, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

**CONSTELLATION ENERGY  
COMMODITIES GROUP, INC.**

By:  \_\_\_\_\_  
Name: Stuart Rubenstein  
Title: Chief Operating Officer

*EOR  
5/17/06*

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>U.S. Serial No.</u>	<u>Date Registered</u>
1)CORNERSTONE ENERGY (Words Only)	78156293	July 12, 2005
2)CORNERSTONE ENERGY (With Mountain Image)	78497405	December 20, 2005

**TRADEMARK APPLICATIONS**

<u>Trademark Application Description</u>	<u>U.S. Serial No.</u>	<u>Date Applied</u>
1)MANAGED PROCUREMENT FUND		June 17, 2005

**COMMON LAW TRADEMARKS**

Trademark Description

None

**TRADEMARK LICENSES**

Trademark License

None