

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hightpoint Partners (Growth) Ltd.		08/28/2006	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Stream Gas & Electric, Ltd.		
Street Address:	1950 Stemmons Freeway		
Internal Address:	Suite 3000		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75207		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78728783	STREAM ENERGY	
CORRESPONDENCE DATA			
Fax Number:	(713)223-3717		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713-226-1361		
Email:	hoip@lockelord.com		
Correspondent Name:	Locke Lord Bissell & Liddell LLP		
Address Line 1:	600 Travis Street		
Address Line 2:	Suite 3400		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	0023090-00003		
NAME OF SUBMITTER:	D. Brit Nelson		
Signature:	/D. Brit Nelson/		

CH \$40.00 78728783

Date:

10/19/2009

Total Attachments: 6

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RELEASE, CONSENT, AND WAIVER

Highpoint Partners (Growth), Ltd. Natural Gas Partners, VIII, LP

THIS RELEASE, CONSENT, AND WAIVER (this "Agreement") dated as of this 28th day of August, 2006, is made by Highpoint Partners (Growth), Ltd. ("Highpoint") and Natural Gas Partners VIII, L.P. ("NGP") (each a "Releasing Party"), which are secured creditors of Stream Gas & Electric, Ltd., a Texas limited partnership ("Stream Gas & Electric"), Ignite Holdings, Ltd., a Texas limited partnership ("Ignite"), and SGE Management LLC, a Texas limited liability company (the "GP" and together with Stream Gas & Electric and Ignite, the "Stream Debtors") and delivered to the Stream Debtors, Stream SPE, Ltd, a Texas limited partnership ("Stream SPE"), Stream SPE GP, LLC, a Texas limited liability company ("Stream SPE GP" and together with the Stream Debtors and Stream SPE, the "Stream Parties"), and Constellation Energy Commodities Group, Inc., a Delaware corporation ("Constellation").

WHEREAS, in order to induce Constellation to supply electricity and related products and services to Stream Gas & Electric, Stream Gas & Electric proposes to enter into a transaction whereby (a) Constellation would supply power to Stream SPE, a special purpose subsidiary of Stream Gas & Electric; (b) Stream Gas & Electric would transfer (i) to Stream SPE its retail electric provider certification, all of its retail contracts with customers (including the receivables due thereunder), and certain other of its assets and (ii) to Ignite certain service contracts, intellectual property, deposit account No. 11733042 maintained at Compass Bank, and certain other assets (all assets at any time transferred or purported to be transferred by Stream Gas & Electric to Stream SPE or Ignite, "Transferred Assets"); (c) Stream SPE and Ignite would each grant a first priority security interest in all of its assets now or hereafter owned to Constellation, including the Transferred Assets; and (d) Stream Gas & Electric and certain of its affiliates, including the GP and Stream SPE GP, would grant a first priority security interest in favor of Constellation in certain other assets now or hereafter owned (including in all of the equity interests in Stream SPE GP, Stream SPE, and Ignite). The foregoing described transaction, together with all other terms, conditions, or modifications to the described transaction that the parties to the applicable transaction documents may agree to in their sole discretion, and all amendments, modifications, replacements, and restatements of such transaction, shall hereinafter be referred to as the "Proposed Transaction";

WHEREAS, in connection with a financing arrangement, the Releasing Parties entered into various documents with the Stream Debtors and their affiliates dated as of September 19, 2005, including the Revolving Loan Agreement by and between Stream Gas & Electric and NGP ("Original Revolving Loan Agreement"), the Security Agreement by and between Stream Gas & Electric and Highpoint ("Original Stream Security Agreement"), the Security Agreement by and between the GP and Highpoint ("Original GP Security Agreement"), the Guaranty by Ignite to Highpoint ("Original Ignite Guaranty"), the Security Agreement by and between Ignite and Highpoint ("Original Ignite Security Agreement"), and the Trademark Security Agreement by and between Stream Gas & Electric and Highpoint ("Original Trademark Security Agreement");

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WHEREAS, on February 21, 2006, Stream Gas & Electric and the Releasing Parties amended and restated the Original Revolving Loan Agreement (as amended and restated, the "Revolving Loan Agreement"), and pursuant to Section 9 of the Revolving Loan Agreement, amended the Original Stream Security Agreement (as amended, the "Stream Security Agreement"), the Original GP Security Agreement (as amended, the "GP Security Agreement"), the Original Ignite Guaranty (as amended, the "Ignite Guaranty"), the Original Ignite Security Agreement (as amended, the "Ignite Security Agreement"), and the Original Trademark Security Agreement (as amended, the "Trademark Security Agreement") (all such agreements, collectively, together with all other documents at any time executed or delivered among any Stream Debtor or its affiliates and any of the Releasing Parties, the "Financing Documents");

WHEREAS, the Financing Documents (i) contain certain restrictions that may affect the Proposed Transaction and (ii) grant certain security interests in the assets of the Stream Debtors to the Releasing Parties (in which assets Constellation shall have a first priority security interest under the Proposed Transaction);

WHEREAS, in connection with the Proposed Transaction, Constellation has requested that the Releasing Parties grant certain consents and waivers with respect to the Proposed Transaction and release and terminate all of its security interests in the Constellation Collateral (as defined herein) and certain other collateral, and the Releasing Parties have agreed to grant such consents and waivers and to release and terminate such security interests on the terms set forth herein.

NOW THEREFORE, the Releasing Parties hereby represent, warrant, and agree in favor of the Stream Parties and Constellation as follows:

1. Consent and Waiver. Each Releasing Party hereby confirms that it has not assigned or otherwise transferred its rights under the Financing Documents and has the unencumbered right to enter into this Agreement and modify any terms of the Financing Documents as provided herein. Each Releasing Party hereby consents to the Proposed Transaction (including, in accordance with the definition of such term, all amendments, modifications, replacements, and restatements of such transaction) and waives any provisions in the Financing Documents prohibiting or otherwise restricting the Proposed Transaction. Without limiting the foregoing, each Releasing Party hereby expressly acknowledges that none of the following Sections of the Financing Documents shall require further action, cause a default under the Financing Documents, or otherwise restrict or disturb the Proposed Transaction: Section 3 of the Revolving Loan (mandatory payments from the Lockbox), Section 7 of the Revolving Loan (negative covenants, including liens on the Constellation Collateral and transfer of substantially all of the assets of Stream Gas & Electric to Stream SPE), and Section 8 of the Revolving Loan (events of default); and Articles 4 of the Stream Security Agreement, the GP Security Agreement, and the Ignite Security Agreement (covenants), Articles 5 of the Stream Security Agreement, the GP Security Agreement, and the Ignite Security Agreement (assignment of payments), and Articles 6 of the Stream Security Agreement, the GP Security Agreement, and the Ignite Security Agreement (events of default).

2. Release. Each Releasing Party hereby (a) terminates and releases any and all rights and security interests of each such Releasing Parties in (i) all assets in which the Stream

Parties or any of their respective affiliates may at any time grant or purport to grant to Constellation (or any successor or assign) a security interest or lien (all such assets, collectively, the "Constellation Collateral"), including all present and future assets of Ignite and Stream SPE (which includes Transferred Assets) and all of the present and future equity interests in Stream SPE, Ignite, and Stream SPE GP and (ii) all assets in which the Stream Parties or any of their respective affiliates may at any time grant or purport to grant to Ignite or Stream SPE (or any successor or assign) a security interest or lien (all such assets, collectively, the "Other Collateral"), including all present and future rights of Stream Gas & Electric under the Services Agreement dated as of August 28, 2006, between Stream Gas & Electric and Stream SPE and to the proceeds thereof, (b) terminates the Ignite Security Agreement, (c) agrees that the Financing Documents shall be deemed amended to remove and eliminate any reference to the Constellation Collateral therein, (d) releases Ignite from any further obligations under the Financing Documents and terminates the Ignite Guaranty, and (e) agrees to not at any time assert any claim or interest in the Constellation Collateral or Other Collateral (all present and future interests of the Released Parties in the Constellation Collateral and Other Collateral having been hereby released).

3. Non-Disturbance. The Releasing Parties acknowledge that Stream SPE, Ignite, the Stream Debtors, and their respective affiliates may from time to time enter into agreements among themselves in which agreements or assets underlying such agreements the Releasing Parties may have a security interest, including certain license agreements made by Stream Gas & Electric to Stream SPE and Ignite, to the extent not constituting Constellation Collateral or Other Collateral (all such agreements that are also part of the Constellation Collateral, the "Applicable Intercompany Agreements"). Without limiting the generality of Section 1 hereof, with respect to each Applicable Intercompany Agreement, the Releasing Parties agree that they shall not disturb or impair the rights or obligations of the parties to the Applicable Intercompany Agreements in connection with the exercise of any Releasing Party's rights under any Financing Document or otherwise. In the event any Applicable Intercompany Agreement is terminated by operation of law or otherwise as a result of the Releasing Parties' foreclosure, the Releasing Parties agree to enter into new agreements with the applicable counterparty, on the same terms and with the same provisions as the terminated Applicable Intercompany Agreement. The Releasing Parties further agree that in the event Constellation (or any successor or assign) forecloses on an Applicable Intercompany Agreement and becomes a party to such agreement (or any assignee after foreclosure), the Releasing Parties shall recognize such successor as a party thereto to the extent such party has assumed the obligations thereunder.

4. Further Assurances. Each Releasing Party agrees at any time to promptly execute and deliver all further agreements, and take all further action, that may be necessary or that Stream Gas & Electric, Ignite, the GP, or Constellation may reasonably request, in order to further evidence the waivers, consents, releases, and terminations granted hereunder and carry out the purposes and intent of this Agreement. Without limiting the foregoing, the Releasing Parties hereby agree to terminate all account control agreements executed with respect to the Constellation Collateral and Other Collateral and to file any UCC terminations and amendments to evidence the release granted hereunder.

5. No Establishment of Requirement of Consent. The delivery of this Agreement does not indicate or establish a requirement that the Financing Documents require any Releasing

Party's approval of the Proposed Transaction or related transactions, but has been furnished to the Stream Parties and Constellation as a courtesy at such parties' request.

6. Miscellaneous. This Agreement shall be effective as to each Releasing Party, upon such Releasing Party's execution of this Agreement and shall not be contingent upon execution of this Agreement by any other Releasing Party. This Agreement shall be subject to and construed in accordance with the laws of the State of Texas without application of any conflicts of laws provisions that would select another law. This Agreement may be executed in multiple counterparts and by the parties hereto on separate counterparts, each of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or another scanned copy delivered by electronic means shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement shall be binding and inure to the benefit of the Releasing Parties hereto and the beneficiaries hereof and their respective successors and permitted assigns.

[signature pages follow]

#1984822

EXECUTED as of the date first above written.

HIGHPOINT PARTNERS (GROWTH), LTD.

By: Richard and Roberta Snyder Management Trust
Its: Sole General Partner

By: Richard W. Snyder
Richard W. Snyder, Trustee

and

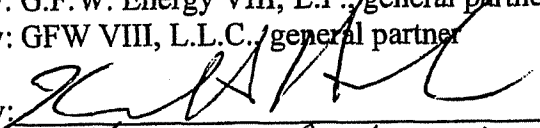
By: Roberta M. Snyder
Roberta M. Snyder, Trustee

EXECUTED as of the date first above written.

NATURAL GAS PARTNERS VIII, LP

By: G.F.W. Energy VIII, L.P., general partner

By: GFW VIII, L.L.C., general partner

By: 

Name: KENNETH A. HERSH

Title: AUTHORIZED MEMBER

Signature Page Release, Consent, and Waiver