

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 |
| Macquarie Cook Energy, LLC | | 12/31/2009 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Stream Gas & Electric, Ltd. | | |
| Composed Of: | COMPOSED OF Stream Gas and Electric Management, LLC, General Partner | | |
| Street Address: | 1950 Stemmons Freeway | | |
| Internal Address: | Suite 3061 | | |
| City: | Dallas | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75207 | | |
| Entity Type: | LIMITED PARTNERSHIP: TEXAS | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3403148 | IT'S OK TO SWITCH. REALLY! | |
| Registration Number: | 3366794 | | |
| Registration Number: | 3442457 | 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: | 713-226-1200 | | |
| Email: | ppaquet@lockelord.com | | |
| Correspondent Name: | Patricia Paquet/Locke Lord Bissell & Lid | | |
| Address Line 1: | 600 Travis Street | | |
| Address Line 2: | 3400 JPMorgan Chase Tower | | |
| Address Line 4: | Houston, TEXAS 77002-3095 | | |
| ATTORNEY DOCKET NUMBER: | 023090-00003 | | |

CH \$90.00 3403148

900151214

TRADEMARK
REEL: 004124 FRAME: 0318

| | |
|--|-------------------|
| NAME OF SUBMITTER: | Patricia Paquet |
| Signature: | /patricia paquet/ |
| Date: | 01/05/2010 |
| Total Attachments: 4 source=STREAM Release#page1.tif source=STREAM Release#page2.tif source=STREAM Release#page3.tif source=STREAM Release#page4.tif | |

Execution Version

RELEASE OF SECURITY INTERESTS

WHEREAS, Stream Gas & Electric, Ltd. a Texas limited partnership ("Stream Gas & Electric"), has adopted, used, and is using the trademarks, trade names, trade styles and service marks described on Exhibit I attached hereto (the "Trademarks"), of which certain Trademarks are registered in the United States Patent and Trademark Office, Canadian Trademark Office and/or Texas Secretary of State;

WHEREAS, Stream Gas & Electric has granted to Stream Georgia Gas SPE, LLC, a Georgia limited liability company (herein referred to as "Debtor"), a license to use the Trademarks pursuant to and in accordance with the terms of that certain License Agreement dated as of February 20, 2008, between Stream Gas & Electric and Debtor (the "Trademark License Agreement");

WHEREAS, Debtor has entered into an ISDA Master Agreement dated as of February 20, 2008 with Constellation Energy Commodities Group, Inc. (together with its successors and assigns, "Constellation"), and all schedules, annexes, confirmations, and transactions thereunder (as amended or otherwise modified from time to time, the "ISDA Master Agreement");

WHEREAS, in connection with the ISDA Master Agreement, Debtor has entered into a Security Agreement dated as of February 20, 2008 (as amended, supplemented, replaced, or otherwise modified from time to time, the "Security Agreement") in favor of Constellation, pursuant to which Debtor has granted to Constellation, a security interest in all present and future right, title, and interest of Debtor in and to the Trademark License Agreement, including Debtor's rights to use the Trademarks and all reissues, renewals, and extensions thereof thereunder and all proceeds thereof (the "Specified Collateral"), to secure the payment, performance, and observance of the Secured Obligations (as defined in the ISDA Master Agreement);

WHEREAS, Debtor and Constellation have entered into an Amendment, Termination, and Assignment Agreement dated as of September 1, 2009 with, among others, Macquarie Cook Energy, LLC (together with its successors and assigns, "Secured Party"), pursuant to which the ISDA Master Agreement and the Security Agreement are assigned to Secured Party; and

WHEREAS, Debtor has requested that Secured Party release its security interests in the Specified Collateral.

NOW, THEREFORE, Secured Party does hereby release, quitclaim, surrender and discharge unto Debtor, and its successors and assigns, all rights, title and interest in and to the Specified Collateral which Secured Party has been granted by the Security Agreement or to which Secured Party may be granted by the Security Agreement and hereby declares that the Specified Collateral is fully released and discharged from all security interests existing in favor of Secured Party. Such Specified Collateral includes the trademark works set forth in Exhibit II, as recorded with the United States Patent and Trademark Office on September 1, 2009 in Reel/Frame 4055/0463. For avoidance of doubt, this release of Specified Collateral in no way releases any other Collateral as defined in the Security Agreement.

[Signature page follows.]

Executed as of the ___ day of December, 2009.

Joseph Forbes
Joseph Forbes
Associate Director

MACQUARIE COOK ENERGY, LLC

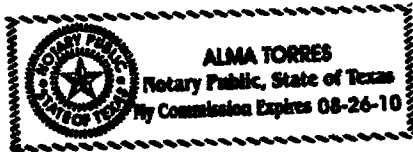
By: Scott
Name: Scott Wiggins
Title: Division Director

STATE OF Texas §
COUNTY OF Harris §
§

This instrument was acknowledged before me on the 31st day of December, 2009, by Joseph Forbes, as Associate Dir. of Macquarie Cook Energy, LLC, on behalf of such corporation.

[Seal]

Alma Torres
Notary Public, State of Texas
My commission expires: 8-26-10

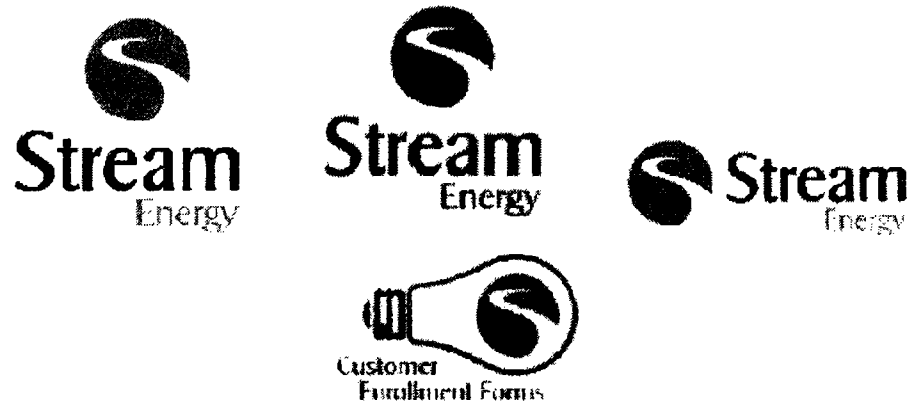


RELEASE OF SECURITY INTERESTS
SIGNATURE PAGE

TRADEMARK
REEL: 004124 FRAME: 0321

Collateral

Logos



Tradenames

Stream Energy

Slogans

"It's okay to switch. Really!"

URLs

www.streamenergy.net

Exhibit II

| <u>Description</u> | <u>Serial No.</u> | <u>Registration No.</u> |
|--------------------------------------|--------------------------|--------------------------------|
| It's okay to switch...Really! | 78/728,767 | 3,403,148 |
| Circle Design | 78/728,771 | 3,366,794 |
| Stream Energy | 78/728,783 | 3,442,457 |

RELEASE OF SECURITY INTERESTS
Exhibit II