### 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		l12/31/2009 l	LIMITED LIABILITY COMPANY: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Stream Georgia Gas SPE, LLC
Street Address:	1950 N. Stemmons Freeway
Internal Address:	Suite 3000B
City:	Dallas
State/Country:	TEXAS
Postal Code:	75207
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA

#### 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

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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

TRADEMARK
REEL: 004124 FRAME: 0668

3403148

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NAME OF SUBMITTER:	Patricia Paquet	
Signature:	/patricia paquet/	
Date:	01/05/2010	
Total Attachments: 4 source=Release-Macquairie to Stream Georgia#page1.tif source=Release-Macquairie to Stream Georgia#page2.tif source=Release-Macquairie to Stream Georgia#page3.tif source=Release-Macquairie to Stream Georgia#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 "<u>Debtor</u>"), 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.	
1 2171	MACQUARIE COOK ENERGY	Y, LLC
Joseph Forbes Associate Director	By: Cast	
, Vaccounte purato	Name: Scott V Title: Division I	
STATE OF JUD	§	
COUNTY OF Harris	§ §	ot
Joseph Forbes	nowledged before me on the 5	day of December, 2009, by
Energy, LLC, on behalf of such cor	poration.	1
[Seal]	Notary Public, State of	Julias
ALMA TORRES	My commission expires	: <u>8-24-10</u>

RELEASE OF SECURITY INTERESTS SIGNATURE PAGE

### **Collateral**

### Logos









# **Tradenames**

Stream Energy

# **Slogans**

"It's okay to switch. Really!"

## **URLs**

www.streamenergy.net

## Exhibit II

Description	Serial No.	Registration No.
It's okay to switchReally!	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

**RECORDED: 01/05/2010**