

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
Jackson Valley Partners, L.P. -- composed of NRG Energy Jackson Valley I, Inc. and Power Partners		12/23/2003	LIMITED PARTNERSHIP:

RECEIVING PARTY DATA	
Name:	Deutsche Bank Trust Company Americas, as Collateral Trustee for the ratable benefit of the Priority Lien Secured Parties
Street Address:	60 Wall Street, 27th Floor
Internal Address:	Mail Stop NYC 60-2710
City:	New York
State/Country:	NEW YORK
Postal Code:	10051
Entity Type:	a New York banking institution:

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	585491	ALPCO

CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	ipdocket@lw.com
Correspondent Name:	M. Ashley Dawson, Esq.
Address Line 1:	885 Third Avenue
Address Line 2:	Suite 1000
Address Line 4:	New York, NEW YORK 10022-4864

ATTORNEY DOCKET NUMBER:	028632-0061
-------------------------	-------------

NAME OF SUBMITTER:	Rhonda DeLeon
--------------------	---------------

Total Attachments: 12

900004029

**TRADEMARK
 REEL: 002772 FRAME: 0045**

OP \$40.00 585491

source=IP_Secur#page1.tif
source=IP_Secur#page2.tif
source=IP_Secur#page3.tif
source=IP_Secur#page4.tif
source=IP_Secur#page5.tif
source=IP_Secur#page6.tif
source=IP_Secur#page7.tif
source=IP_Secur#page8.tif
source=IP_Secur#page9.tif
source=IP_Secur#page10.tif
source=IP_Secur#page11.tif
source=IP_Secur#page12.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 23, 2003 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Deutsche Bank Trust Company Americas, as collateral trustee (in such capacity, the "Collateral Trustee") for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below). Terms used but not defined herein have the meanings given such terms in the Guarantee and Collateral Agreement.

WHEREAS, the Grantors have entered a guarantee and collateral agreement (the "Guarantee and Collateral Agreement"), dated as of December 23, 2003, in favor of the Collateral Trustee for (i) Credit Suisse First Boston, acting through its Cayman Islands Branch, as administrative agent (in such capacity and together with its successors, the "Administrative Agent") and as collateral agent (in such capacity and together with its successors, the "Collateral Agent") and for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of December 23, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among NRG Energy, Inc., a Delaware corporation (the "Company"), NRG Power Marketing Inc., a Delaware corporation ("NRG Power Marketing" and, together with the Company, the "Credit Agreement Borrowers"), the Lenders, Credit Suisse First Boston, acting through its Cayman Islands Branch, and Lehman Brothers Inc., as joint lead book runners and joint lead arrangers (in such capacity, the "Arrangers"), Lehman Commercial Paper Inc., as syndication agent (in such capacity, the "Syndication Agent"), General Electric Capital Corporation, as revolver agent (in such capacity and together with its successors, the "Revolver Agent"), the Administrative Agent, the Collateral Agent and the other Secured Priority Lien Parties thereunder, (ii) Law Debenture Trust Company of New York, as trustee (in such capacity and together with its successors, the "Trustee") under the Indenture, dated as of December 23, 2003 (as amended, supplemented, or otherwise modified from time to time, the "Indenture"), among the Company, certain of its subsidiaries, the Trustee and the other Secured Parity Lien Parties thereunder and (iii) any other Secured Parties from time to time entitled to the benefits of the Collateral Trust Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Collateral Trust Agreement"), among the Company, the other Grantors, the Administrative Agent, the Trustee, the Collateral Trustee and the other parties from time to time party thereto; and, for purposes of Section 2 thereof, in favor of the Administrative Agent and the Trustee and any other future Guaranteed Secured Debt Representative with respect to any Series of Guaranteed Secured Debt that becomes entitled to the benefits of the Collateral Trust Agreement.

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including certain Intellectual Property of the Grantors to the Collateral Trustee for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Trustee for the benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the Intellectual Property Collateral (as defined in the Guarantee and Collateral Agreement), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations, including the following:

1. the trademark and service mark registrations and applications listed in Schedule 1 (as such schedule may be amended or supplemented from time to time) and the goodwill of the business symbolized by the foregoing (collectively, the "Trademarks");
2. the United States patents and patent applications listed in Schedule 1 (as such schedule may be amended or supplemented from time to time (collectively, the "Patents");
3. the United States copyrights listed in Schedule 1 (as such schedule may be amended or supplemented from time to time) (collectively, the "Copyrights"); and
4. any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

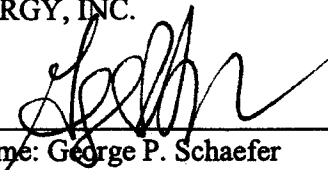
SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

NRG ENERGY, INC.

By: _____


Name: George P. Schaefer

Title: Vice President and Treasurer

[ACKNOWLEDGMENTS]

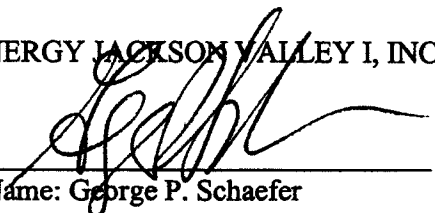
STATE OF NEW YORK)
): ss.
COUNTY OF NEW YORK)

On the 22nd day of December, in the year 2003, before me, the undersigned, personally appeared George P. Schapiro personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Witness My Hand and Official Seal.

Lois M. D'Zarino
Signature: LOIS M. D'ZARINO
Notary Public, State of New York
No. 01LA4756058
Qualified in New York County
Commission Expires 01/31/2007
My Commission expires on 1/31/07

NRG ENERGY JACKSON VALLEY I, INC.

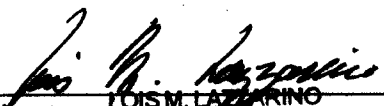
By: 
Name: George P. Schaefer
Title: Treasurer

[ACKNOWLEDGMENTS]

STATE OF NEW YORK)
): ss.
COUNTY OF NEW YORK)

On the 22nd day of December, in the year 2003, before me, the undersigned, personally appeared George P. Schulte personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Witness My Hand and Official Seal.



Signature LOIS M. LAZZARINO
Notary Public, State of New York
No. 01LA4756058
Qualified in New York County
Commission Expires 01/31/2007

My Commission expires on 1/31/07

NRG POWER MARKETING INC.

By: _____


Name: George P. Schaefer

Title: Vice President and Treasurer

[ACKNOWLEDGMENTS]

STATE OF NEW YORK)
): ss.
COUNTY OF NEW YORK)

On the 24th day of December, in the year 2003, before me, the undersigned, personally appeared George P. Schlegel personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Witness My Hand and Official Seal.

Lois M. Lazzarino
Signature

My Commission expires on 1/31/07

LOIS M. LAZZARINO
Notary Public, State of New York
No. 01LA4756058
Qualified in New York County
Commission Expires 01/31/2007

LOUISIANA GENERATING LLC

By: 
Name: George P. Schaefer
Title: Vice President and Treasurer

[ACKNOWLEDGMENTS]

STATE OF NEW YORK)
): ss.
COUNTY OF NEW YORK)

On the 22nd day of December, in the year 2003, before me, the undersigned, personally appeared George P. Schafke, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Witness My Hand and Official Seal.

Brenda L. Alvarez
Signature

My Commission expires on 11/04/06

BRENDA L. ALVAREZ
Notary Public, State of New York
No. 01AL5068561, Qual. in Kings County
Commission Expires November 4, 2006

INTELLECTUAL PROPERTY

NRG Energy, Inc.
Software Agreements

Counterparty	Type of Agreement	Effective Date
Bloomberg L.P.	Bloomberg Schedule of Services No. 69998-0	9/14/1999
Caminus Corporation	Software License Agreement	8/14/2000
Energy Softworx!	Software License/Maintenance Agreement	3/30/2001
Henwood Energy Services, Inc.	RISKSVM Batch Mode Operation	10/29/2001
Henwood Energy Services, Inc.	Perpetual OPSVM License, Quick Start, Implementation, and Training	11/9/2001
Henwood Energy Services, Inc.	Perpetual EMSS License	10/10/2001
Henwood Energy Services, Inc.	Confidentiality Agreement	9/17/2001
Henwood Energy Services, Inc.	Computer Software End-User Network License Agreement	11/1/2001
Lease Finance Group, Inc.	Lease Agreement	11/1/2000
Open Systems International, Inc.	Generation Management System Contract	4/5/2001

Trademarks

Trademark	Registration Date	Registration No.
Stylized power plant design and letters NRG	8/4/1998	2,178,691
NRG	8/18/1998	2,182,531
Stylized letters NRG	9/4/1990	1,612,349
Stylized letters NRG Energy	9/11/1990	1,613,255
NRG Energy Inc. (Stylized) (Abandoned)	9/30/1997	2,101,236
ALPCO ¹	2/9/1954	585,481

Material Licenses

Licensor	Licensee	Date of Agreement
Citrix Systems, Inc. – 11 Metaframe license packs	NRG Energy, Inc.	Renewal certificate dated April 15, 2003
Trend Micro Incorporated	NRG Energy, Inc.	undated
Innovative Business Solutions, Inc.	NRG Energy, Inc.	March 30, 2001
OSI Software, Inc.	NRG Energy, Inc.	November 1, 2001

¹ Owned by NRG Energy Jackson Valley I, Inc.

J.D. Edwards	NRG Energy, Inc.	June 30, 1998, amended August 28, 2000																								
J.B. Systems, d/b/a Mainsaver	NRG Energy, Inc.	May 3, 1999																								
	<table border="0"> <thead> <tr> <th>Plant</th> <th>License No.</th> </tr> </thead> <tbody> <tr> <td>Arthur Kill</td> <td>3418</td> </tr> <tr> <td>Astoria</td> <td>3419</td> </tr> <tr> <td>Connecticut Jets</td> <td>3576</td> </tr> <tr> <td>Devon</td> <td>3486</td> </tr> <tr> <td>Dunkirk</td> <td>3412</td> </tr> <tr> <td>Huntley</td> <td>3411</td> </tr> <tr> <td>Middletown</td> <td>3485</td> </tr> <tr> <td>Montville</td> <td>3487</td> </tr> <tr> <td>Norwalk</td> <td>3488</td> </tr> <tr> <td>Oswego</td> <td>3454</td> </tr> <tr> <td>Somerset</td> <td>3203</td> </tr> </tbody> </table>	Plant	License No.	Arthur Kill	3418	Astoria	3419	Connecticut Jets	3576	Devon	3486	Dunkirk	3412	Huntley	3411	Middletown	3485	Montville	3487	Norwalk	3488	Oswego	3454	Somerset	3203	
Plant	License No.																									
Arthur Kill	3418																									
Astoria	3419																									
Connecticut Jets	3576																									
Devon	3486																									
Dunkirk	3412																									
Huntley	3411																									
Middletown	3485																									
Montville	3487																									
Norwalk	3488																									
Oswego	3454																									
Somerset	3203																									
Kronos	NRG Energy, Inc.	unavailable																								
Veritas Backup	NRG Energy, Inc.	3 Certificates dated February 3, 2003 and 1 certificate dated January 31, 2003																								