

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reliant Energy, Inc.	Reliant Resources, Inc.	06/21/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Wachovia Bank
Street Address:	5847 San Felipe, Suite 7050
Internal Address:	Attn: Corporate Trust Department
City:	Houston
State/Country:	TEXAS
Postal Code:	77057
Entity Type:	National Association:

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	76975701	RELIANT PARK

CORRESPONDENCE DATA	
Fax Number:	(212)878-8375
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-878-8000
Email:	trademark.group@cliffordchance.com
Correspondent Name:	Melissa Scanzillo
Address Line 1:	31 West 52nd Street
Address Line 4:	New York, NEW YORK 10019-6131

ATTORNEY DOCKET NUMBER:	6540/26
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NAME OF SUBMITTER:	Melissa Scanzillo
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## **TRADEMARK SECURITY AGREEMENT SUPPLEMENT**

**WHEREAS**, Reliant Energy, Inc. (formerly known as Reliant Resources, Inc.) a Delaware corporation (herein referred to as the "Grantor"), having an address at 1000 Main Street, Houston, Texas, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "Trademarks"); and

**WHEREAS**, the Grantor and certain subsidiaries of the Grantor have entered into an Amended and Restated Security Agreement, dated as of July 1, 2003 (said Agreement, as it may hereafter be amended or otherwise modified from time to time being the "Security Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined), in favor of Wachovia Bank, National Association, for the ratable benefit of the Secured Parties (the "Collateral Trustee") pursuant to which the Grantor has granted to the Collateral Trustee a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Grantor, and all reissues, extensions or renewals thereof, all Trademark Licenses and all proceeds thereof, including, without limitation, any claims by the Grantor against third parties for infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record, its grant to the Collateral Trustee a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

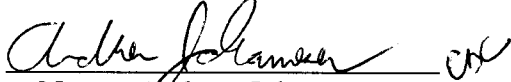
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Trustee with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Collateral Trustee's address is: Wachovia Bank, National Association, 5847 San Felipe, Suite 7050, Houston, TX 77057, Attn: Corporate Trust Department, with a copy to: Bank of America, N.A., 901 Main Street, 66th Floor, Mail Code: TX1-492-66-01, Dallas, Texas 75202, Attn: Jay T. Wampler.

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IN WITNESS WHEREOF, Reliant Energy, Inc. (formerly known as Reliant Resources, Inc.) has duly executed or caused this Supplement to the Security Agreement to be duly executed as of June 21, 2004.

**RELIANT ENERGY, INC.**

By:   
Name: Andrew Johannesen  
Title: Assistant Treasurer

SCHEDULE 1-A

Name: Reliant Park  
Owner: Reliant Energy, Inc.  
Goods/Services: Computer Services, namely, providing an on-line bulleting board  
in the fields of entertainment and sports and chat rooms, Class 38  
Application Number: 76/975701

{00023818.1 / 03-0309-8362}

RECORDED: 06/22/2004

TRADEMARK  
REEL: 002876 FRAME: 0739