

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
NRG Energy, Inc.		12/24/2004	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Deutsche Bank Trust Company Americas, in its capacity as Priority Collateral Trustee		
Street Address:	60 Wall Street, 27th Floor		
Internal Address:	Mail Stop NYC60-2710		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	a New York banking corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Serial Number:	78390461	NRG	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-755-8107		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
NAME OF SUBMITTER:	Patricia A. Conner		
Signature:	/Patricia A. Conner/		
Date:	12/28/2004		

OP \$40.00 78390461

Total Attachments: 6

**900017254**

**TRADEMARK  
 REEL: 002998 FRAME: 0456**

source=NRG Security Agmt#page1.tif  
source=NRG Security Agmt#page2.tif  
source=NRG Security Agmt#page3.tif  
source=NRG Security Agmt#page4.tif  
source=NRG Security Agmt#page5.tif  
source=NRG Security Agmt#page6.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 23, 2003, as amended and restated as of December 24, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by NRG ENERGY, INC., a Delaware corporation, located at 211 Carnegie Center, Princeton, NJ 08540 (the "Grantor") in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, a New York banking corporation, located at 60 Wall Street, 27<sup>th</sup> Floor, Mail Stop NYC60-2710, New York, NY 10005, (i) in its capacity as Priority Collateral Trustee (as further described below) and (ii) in its capacity as Parity Collateral Trustee (as further described below). Terms used but not defined herein have the meanings given such terms in the Guarantee and Collateral Agreement.

WHEREAS, the Grantor has entered into a Guarantee and Collateral Agreement, dated as of December 23, 2003, as amended and restated as of December 24, 2004 (as amended, restated, supplemented or modified from time to time, the "Guarantee and Collateral Agreement"), in favor of Deutsche Bank Trust Company Americas (i) in its capacity as Priority Collateral Trustee for Credit Suisse First Boston, 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 and restated as of December 24, 2004 (as amended, restated, 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, and Goldman Sachs Credit Partners L.P., as joint lead book runners and joint lead arrangers (in such capacity, the "Arrangers") and as co-documentation agents, Goldman Sachs Credit Partners L.P., as syndication agent (in such capacity, the "Syndication Agent") and the other Priority Lien Secured Parties thereunder, (ii) in its capacity as Parity Collateral Trustee for 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, restated, 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) for any other Secured Parties from time to time entitled to the benefits of the Collateral Trust Agreement, dated as of December 23, 2003, as amended and restated as of December 24, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Trust Agreement"), among the Company, the Guarantors party thereto, 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 Grantor is (i) reaffirming the grant of a security interest under the Original Guarantee and Collateral Agreement, which security interest was recorded in the United States Patent and Trademark Office on December 31, 2003 at Reel 2771/Frame 0070 (with respect to the Priority

Lien Secured Parties) and on January 5, 2004 at Reel 2772/Frame 0450 (with respect to the Parity Lien Secured Parties) and (ii) granting a security interest in certain property, including certain Intellectual Property of the Grantor 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 Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor (i)(x) hereby affirms that it has assigned and transferred to the Priority Collateral Trustee, and granted to the Priority Collateral Trustee, for the ratable benefit of the Priority Lien Secured Parties, a lien on and, except as set forth in Section 4.2 or 4.3 of the Guarantee and Collateral Agreement, a first priority security interest in and to all of such Grantor's right, title and interest in and to the Collateral constituting Intellectual Property (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 the Priority Lien Obligations, and (y) hereby affirms that it has assigned and transferred to the Parity Collateral Trustee, and granted to the Parity Collateral Trustee, for the ratable benefit of the Parity Lien Secured Parties, a lien on and, except as set forth in Section 4.2 or 4.3 of the Guarantee and Collateral Agreement, a second priority security interest in and to the Collateral constituting Intellectual Property, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Parity Lien Obligations, and (ii)(x) hereby assigns and transfers to the Priority Collateral Trustee, and hereby grants to the Priority Collateral Trustee, for the equal and ratable benefit of the Priority Lien Secured Parties, a lien on and, except as set forth in Section 4.2 or 4.3 of the Guarantee and Collateral Agreement, a first priority security interest in all of the Collateral constituting Intellectual Property, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Priority Lien Obligations, and (y) hereby assigns and transfers to the Parity Collateral Trustee, and hereby grants to grants to the Parity Collateral Trustee, for the equal and ratable benefit of the Parity Lien Secured Parties, a lien on and, except as set forth in Section 4.2 or 4.3 of the Guarantee and Collateral Agreement, a second priority security interest in all of the Collateral constituting Intellectual Property, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Parity Lien Obligations (it being understood that the grants of security interest under the foregoing clause (ii)(x) and clause (ii)(y) constitute separate and distinct grants of security and Liens, one in favor of the Priority Collateral Trustee in its capacity as collateral agent for the equal and ratable benefit of the Priority Lien Secured Parties to secure the Priority Lien Obligations, and the second in favor of the Parity Collateral Trustee in its capacity as collateral agent for the equal and ratable benefit of the Parity Lien Secured Parties to secure the Parity Lien Obligations), in each case including the following:

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

SECTION 2. Recordation. The 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 Intellectual Property Security Agreement may be executed by one or more of parties to this Intellectual Property Security Agreement on any number of separate counterparts (including by facsimile), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

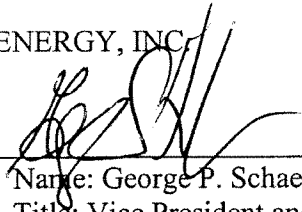
SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into concurrently with, and 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 23 day of December, in the year 2004, before me, the undersigned, personally appeared George Schaefer, 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

My Commission expires on \_\_\_\_\_  
**MARK MASCARENHAS**  
**NOTARY PUBLIC, State of New York**  
**No. 01MA6115021**  
**Qualified in New York County**  
**Commission Expires Aug. 30, 2008**

INTELLECTUAL PROPERTY

**NRG Energy, Inc.**

United States Trademark Registrations and Applications

<b>Trademark</b>	<b>Registration Date</b>	<b>Registration No.</b>
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. (NRG Logo)	Application filed 3/25/2004	78,390,461

United States Patents and Patent Applications

None.

United States Registrations Copyrights

None.